The Solicitors' Journal
and Weekly Reporter.
LONDON, NOVEMBER 26, 1910.

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Annual Subscription, 26s., by post 28s., half-yearly and quarterly in proportion.

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The New County Court Judge.

MR. LLOYD MORGAN, K.C., M.P., has been appointed Judge of County Courts, Circuit 31, in place of His Honour Judge BISHOP, resigned. The new judge, who has practised on the South Wales Circuit, and is Recorder of Swansea, is very popular in Wales, where he has long borne the reputation of being a singularly unpretending but at the same time efficient and reliable practitioner. For nearly twenty years he has represented a Welsh constituency in the House of Commons, but has never gone out of his way to force open for himself the door to political success. An ardent Nonconformist, his activities in the House have usually been confined to questions which affect education and the disestablishment of the Church in Wales. We have no doubt that the quiet good sense and steady ability which have made Mr. LLOYD MORGAN a success on his circuit will not desert him in his new sphere.

Control of Prosecutions by Cabinet Ministers.

A SOMEWHAT momentous decision, which we trust will not be regarded as a precedent, was taken by Mr. CHURCHILL last Saturday, when he instructed Mr. MUSKETT to offer no evidence against certain ladies arrested by the police as the result of a suffragist raid upon the House of Commons. In all matters which concern the administration of justice, the interference of the executive has long been regarded with great jealousy by our courts and by public opinion. The rights of the ordinary citizen—amongst which must be included the right to have those public affairs which concern him discussed by legislators who are safeguarded from the intimidation of mobs—can only be protected by the initiation of legal proceedings against those who disturb such rights. In some cases the appropriate remedy is a civil action; in other cases it is a criminal prosecution. In the latter case it is usual for some public official to prefer the charge, but it has always been understood that in so doing the official who prosecutes must not sacrifice the rights of the public by abandoning the prosecution entrusted to him for any inadequate reason. Indeed, the Prosecution of Offences Act, 1879, contemplates the case in which a prosecutor, whether the police or a private individual, abandons a prosecution

which he has initiated. By regulations made on the 25th of January, 1886, under section 8 of that Act, it is expressly provided that in such a case the clerk to the justices shall at once inform the Director of Public Prosecutions of the withdrawal of proceedings, and shall give him such information as is necessary to enable him to decide whether or not he should prosecute. Section 2 of the Prosecution of Offences Act, 1908, goes a step further; it enacts that the Attorney-General shall make regulations to govern the action of the director in such cases. No such regulations have yet been framed, but we venture to suggest that no time should be lost in framing them. Obviously the recent suffragist raid, and the consequent action of the Home Secretary, supply just one of those cases in which the law contemplates that the Director of Public Prosecutions shall exercise his statutory powers. However this may be, we believe that public opinion regards with grave misgivings the intrusion of a Cabinet Minister, himself a layman, into the administration of the criminal law in those of its stages which precede sentence. After a sentence has actually been passed, it is, of course, the duty of the Home Secretary to control the conditions under which it is executed, or to advise its remission by an exercise of the Royal Prerogative. But the prohibition of a prosecution once commenced is the function of the Attorney-General, a trained lawyer, whose *nolo prosequi* is not likely to be exercised in a manner for which no precedent exists. The attempt to set up indirectly and partially a novel kind of dispensing power on the part of a Cabinet Minister is scarcely in accordance with the spirit of our constitutional law.

Interrogatories as to Documents.

WE SHOULD hesitate to commend any course which would have the effect of increasing the number of reported cases, which most people think are already sufficiently numerous. The multiplication of reports can hardly be regarded with less disfavour than the multiplicity of suits; and that being so, we should be loath to suggest any alteration in the present practice of not reporting cases heard in chambers. At the same time some inconvenience is occasionally felt from the want of such reports, though it must be admitted that, weighing the advantages against the disadvantages, the balance of convenience is in favour of the present system. One of such disadvantages was incidentally referred to in a recent case, which also decides a question of some importance with regard to interrogatories. In *Rattenberry* v. *Monro* (reported elsewhere) the question arose whether an interrogatory ought to be allowed as to the contents of documents which the defendant refused to produce on the ground that they were in the joint possession of the defendant and another person not a party to the action. EVE, J., said, "The question is whether such an interrogatory is admissible. No case has been cited to shew what the present practice is in reference to such an interrogatory. This may be due to the fact that these matters are generally disposed of in chambers, where doubtful interrogatories are occasionally allowed on the footing that it is open to the party interrogated to take the objection in the answer if he sees fit so to do, a course of procedure which no doubt facilitates the progress of business, but does not settle the practice. Accordingly I thought it better to adjourn the matter into court with a view to considering the authorities." The learned judge then dealt with the authorities, and came to the conclusion that the interrogatory could be administered and ought to be allowed. Hitherto there appears to have been no direct decision on the point since the Judicature Act, though the present decision is consistent with the practice which obtained before that Act.

The Pledging of Bank Shares.

ARTICLES have recently appeared in financial and other periodicals in which it is urged that application should be made to the Legislature to authorize railway and other companies to issue stock certificates to bearer. The present system, under which it is necessary to obtain a legal title to such stock by transfer and registration, may possibly to some extent act as a check upon dealings with the stock, but it should be remembered that there are inconveniences connected with the issue of securities to bearer. In a paper recently read by Mr. STUYVESANT FISHER before the American Bankers' Association, he points out dangers which have resulted from the law which allows the ownership of shares in banks to be represented by certificates commercially negotiable. A large proportion of the resources of the national and state banks consists of the reserved liability of the shareholders, and the embarrassments of a number of these banks in 1897 were brought about by a syndicate of operators who purchased a majority of the shares in one bank and, pledging these shares, bought with the advance obtained a majority of the shares in another bank, and so on until they had obtained complete control of a chain of banks. The disasters caused by this operation have led to the proposal that a law should be enacted forbidding any corporation to make a loan secured by the stock of another moneyed corporation, if by the making of such loan the total stock of such other corporation held by it will exceed in the aggregate 10 per cent. of the capital stock of such other moneyed corporation. Such an enactment is rendered necessary in the United States owing to the general practice of pledging bank shares as a security for advances. In England the fact that the shareholders in the leading banks have a heavy liability for unpaid calls, and that the articles of associations give the banks a first and paramount lien upon the shares for the amount of these calls, is a sufficient obstacle to the pledging of bank shares.

The Court of Appeal.

IN A new work called "The Light Side of the Law" the author furnishes us with the soliloquy of a judge in the Court of Appeal who wonders whether he and his colleagues undo the mistakes of the courts below or make other mistakes themselves. Taking a more serious view of the subject, suitors who glance at the digest of cases decided during the current year on appeal from the King's Bench Division cannot but have doubts as to the efficiency of the legal machine. In a large proportion of the more important cases there is a dissentient judgment, one of the Lords Justices goes one way and two the other. A decision in such circumstances cannot give satisfaction either to the parties or to the profession. The party against whom judgment is given is tempted to carry the case to the House of Lords, and the certain prospect of delay and the uncertainty of the final decision will often drive his opponent to an unsatisfactory compromise. Law reports are perhaps not studied with the same care as in earlier times. But the reader of decided cases will gain little profit from the perusal of conflicting judgments. He may, indeed, be required, in writing an opinion, to act as an umpire between those whose office it is to expound and settle the law. The reasons for the present lack of harmony in one division, at all events, of the Court of Appeal cannot easily be conjectured. We have not always shared the regrets which have been expressed over the disappearance of the old Court of Exchequer Chamber, but it must be admitted that the judgments of that tribunal shewed little diversity of opinion, especially when its president was Sir WILLIAM ERLE.

Profits Made by a Company.

THE QUESTION whether particular funds of a company can be treated as profits or not has been frequently raised, and in general it seems correct to say that any surplus of assets after providing for liabilities to creditors and for the capital contributed by shareholders is a profit made by the company. But in *Re The Spanish Prospecting Co.* (*ante*, p. 63) SWINFEN EADY, J., appears to have considered that for this purpose a line must be drawn at the winding up of the company, and that assets not brought into account, so as to shew a profit before the winding up, cannot be so treated after the winding up. In that case two employees of the company were to receive salaries at the rate of £41 13s. 4d. per month payable only out of profits. At the winding up of the company arrears of salary were due to them, and the liquidator, as the result of the realization of the assets, had £3,000 in hand after all other creditors had been paid in full and all the subscribed capital returned. The business of the company included the purchase and sale of shares. As the consequence of a dealing in shares the company became possessed of debentures of the nominal value of £3,840; these were not realized before the winding up, and they were entered in the last balance sheet,

but without having any value assigned to them. Consequently they had not been brought into the profit and loss account, which on this footing shewed a debit balance. Shortly after the winding up the debentures were sold by the liquidator, and the surplus of assets was thus secured. The Court of Appeal held, reversing SWINFEN EADY, J., that this surplus was to be treated as profits, notwithstanding that it had only been realized in the winding up. It was in no way due to any carrying on of the business of the liquidator, but solely to his realization of profits which had already, before the winding up, potentially accrued to the company. Consequently the surplus constituted a fund out of which the claimants were entitled to be paid their arrears of salary.

The Execution of General Powers of Appointment.

THE DECISION of WARRINGTON, J., in *Re Seabrook* (Weekly Notes, 1910, p. 244) contains an interesting application of the principle established by *Hawthorn* v. *Shedden* (3 Sm. & Giff. 293) that a mere gift of pecuniary legacies, where there is an appointment of executors, may operate as an exercise of a general power of appointment over personal estate. Under section 27 of the Wills Act, 1833, "a bequest of the personal estate of the testator, or any bequest of personal property described in a general manner" includes any personal estate over which he has a general power of appointment, and usually this section is brought into operation by a residuary bequest. In the case where there is no such bequest, nor any express exercise of the power, but only a gift of pecuniary legacies, it is, apart from *Hawthorn* v. *Shedden*, by no means clear that there is a bequest of "personal property described in a general manner." In that case, however, STUART, V.C., held that the language applied "to a simple pecuniary legacy given in such a general manner as to be paid out of the personal estate generally," but that the appointment only took effect so far as the legacies were not payable out of other personal estate of the testator. He observed on the difficulty of maintaining that section 27 was to be construed so as to make a will operate as an appointment or not, according to the state of the testator's assets, but he considered the construction as not to be avoided and not inconvenient. Apparently the result was, in his view, assisted by the appointment of executors, since it was their business to pay the legacies, and for this purpose they required a sufficient amount of any property which the testator could dispose of. At the same time it is not clear that the appointment of executors was essential to the decision. The effect of that decision was that the gift of pecuniary legacies operates as an exercise of a general power of appointment over personal estate so far as required for payment of the legacies but no further. In the present case of *Re Seabrook* the circumstances were similar except that there were debts to be paid as well as legacies. But inasmuch as the debts had priority to the legacies, WARRINGTON, J., held that the bequest of legacies must operate as an exercise of the power of appointment to an extent sufficient to pay both the debts and legacies. Otherwise, of course, the part appointed would be applicable to payment of the debts to the exclusion of the legacies. The result is a natural application of *Hawthorn* v. *Shedden*, but it appears to involve a very free construction of the words of section 27.

Suits to Restrain Ultra Vires Acts.

AN INTERESTING decision on the right of a shareholder to bring an action to restrain an intended *ultra vires* act on the part of the directors has been given by the Court of Appeal in *Moseley* v. *Koffyfontein Mines* (*Limited*) (*ante*, p. 44). An action to restrain an *ultra vires* act appears to be on a different footing from an action in which a shareholder seeks to prevent the oppressive use of, or the improper omission to use, the powers of the company. In actions of the latter kind the shareholder must sue on behalf of all the shareholders, and if the action is brought to enforce a claim of the company against a third person, the company must be joined either as plaintiff or defendant. But in cases where the proposed act is *ultra vires* it seems that a shareholder can sue in his individual name (see *Simpson* v. *Westminster Palace Hotel Co.*, 8 H. L. C. 712), though even then it may be advisable to make the action representative. If, however, the plaintiff has been a party to an *ultra vires* act which has resulted in profit to himself, he cannot bring an action so long as he retains that profit. This was established by *Towers* v. *African Tug Co.* (1904, 1 Ch. 558), where shareholders who had received with others a dividend not paid out of profits were not allowed to sue to compel repayment of the dividend, since at the time of action brought they still retained the amount received. In *Moseley* v. *Koffyfontein Mines* (*supra*) it was sought to apply the same principle to a case where the plaintiff had, as a director, been a party to the passing by the board of a resolution which he subsequently sought to impeach as being *ultra vires*. It was argued that, since he had been a party to the resolution, he could not afterwards complain of it. But COZENS-HARDY, M.R., affirmed emphatically the right of a shareholder to restrain an attempted illegality, notwithstanding that he had himself, in ignorance of the law, taken some step towards bringing the illegality to pass.

Measure of Damages in Actions for Infringement of Patented Improvements in Machines.

IN AN action for infringing a patent for improvements in a machine by selling a machine with the patented improvements embodied therein, a very interesting question arises on the inquiry as to damages—is the damage to the plaintiff the loss of profit on the machine as a whole or only the loss of profit on the patented improvements? This question came before EVE, J., recently, in the case of *Meters* (*Limited*) v. *Metropolitan Gas Meters* (*Limited*) (27 R. P. C. 721). There the plaintiffs had patented the use for certain purposes in prepayment gas meters of a two-way cam and a crown wheel, and the defendants had sold meters embodying these improvements. The defendants contended that the plaintiff's damages ought not to be measured by the profit on the whole meter; but EVE, J., did not accede to this contention. He said that the patented devices were component and essential parts of the meter, regulating and controlling the most important functions of the meter—the supply of gas; and that the profit on the meter was the proper factor to be taken into calculation. His attention was drawn to the case of *Clement-Talbot* (*Limited*) v. *Wilson* (24 R. P. C. 467), where the defendants had bought a motor-car in France embodying a patented steering device and a patented carburettor, and imported it into this country, thereby committing infringement, and the Court of Appeal held that the amount of damage to the plaintiffs was the loss of profit they had sustained by not selling the "accessories" in question—*i.e.*, not on the car as a whole. EVE, J., distinguished that case by saying that there the accessories were of a nature capable of being applied to any car, and were certainly capable of being and were in fact dealt with as separate. Both these decisions are probably right on the facts, but EVE, J., stated that the Court of Appeal did not lay down any principle, and he himself followed their lead in this respect and did not attempt to lay down any principle. In this he was probably right, as it would be extremely difficult, if not impossible, to lay down a general principle to govern these cases. Each case of this kind must, obviously, depend upon the particular facts. Without, however, attempting to lay down a general principle, we may suggest that, where a patented improvement is of the essence of the machine, in the sense that it makes it a different machine, *qua* working, from previous machines of the same kind, then the profit on the machine as a whole is obviously the factor to be taken into calculation. Thus, in the case before EVE, J., the function of a prepayment gas meter is to regulate the supply of gas; the patentee's two-way cam operated to govern the supply of gas in the meter by operating on a valve spindle so as both to close and open the valve. A meter in which the supply of gas is governed by this device is a different machine from a meter in which the supply of gas is governed by a different device.

Workmen's Compensation under the Anglo-French Convention.

THE WORKMEN'S Compensation (Anglo-French Convention) Act, 1909, is printed among the statutes of the year 1909, the Convention between France and Great Britain being contained

(or rather the English translation being printed) in a schedule to the Act. The Convention was signed on the 3rd of July, 1909, and the Act received the Royal Assent on the 20th of October, 1909. Nevertheless, the Convention has only just come into operation. The subject forms an excellent illustration of the position in English law of the Crown's treaty-making power, and our methods of legislation and subordinate legislation. The terms of the Convention itself purport to confer on British subjects in France, and on French citizens in the United Kingdom, the benefits of the legislation of the two countries with respect to compensation for accidents to workmen. By article 4, however, the Convention had to be ratified, and it was only to come into force at the expiration of one month from the time of its publication. And, by article 5, the ratification was not to take place until the British legislation on the subject had been modified in certain stated particulars. The Act of 1909 accordingly enacted, by one short section of six lines, that the King might, by Order in Council, make such modifications in the Workmen's Compensation Act, 1906, as should be necessary to give effect to the Convention, and that the Act should then, as modified, apply to French citizens. The Order in Council embodying the necessary modifications of the Act of 1906 was duly made, its date being the 22nd of November, 1909. Upon the Order in Council being made, the Act of 1906 stood modified as required by the Convention, and it only needed due ratification and one month's interval after ratification to bring the Convention into force in France, and also in the United Kingdom. The final step was taken on the 13th of October last, when the Convention was formally ratified. After the expiration of one month from the date of publication French workmen in the United Kingdom accordingly became entitled to the benefits enjoyed by British workmen under the Workmen's Compensation Act, 1906, modified only by the Order in Council of November, 1909. Strictly speaking, of course, though the Convention is the instrument under which the rights of British workmen in France would arise, it is not the instrument under which, in the United Kingdom, the rights of a French workman to compensation for injury received in the course of his employment will arise. The French workmen will have to look to the English statute—the Workmen's Compensation Act, 1906, as modified (or in a sense amended) by the Order in Council of the 22nd of November, 1909. There is a good deal to be said in favour of printing the Order in Council among the statutes of 1909, seeing that it really amends the Act of 1906, but this has not been done. There is also something to be said in favour of the American constitutional law, by which treaties are *ipso facto* part of the law of the land. This, however, is a constitutional reform which is not likely to take place here, though it would make considerably for simplicity by saving the necessity for confirmatory statutes.

The French Law of Breach of Promise of Marriage.

THE FIFTH Chamber of the Tribunal of the Seine has just given judgment in an action to recover damages for breach of promise of marriage. The facts were simple. Three days before the day fixed for the celebration of the marriage, the defendant wrote to his fiancée breaking off the engagement and declaring that his decision was irrevocable. The judgment of the court states that, although damages cannot be recovered for the mere breach of a promise to marry, inasmuch as this would interfere with the liberty to contract marriage, the case is different when the breach is attended with circumstances which constitute a separate damage in the eye of the law; that in the case under consideration the defendant had, without any serious reason, broken off the marriage a few days before the date fixed for its celebration and after publication of the banns and the preparations incident to such publication; that his excuse was that he broke off the marriage owing to the state of health of the plaintiff, but he offered no evidence in support of this excuse, which appears to be nothing more than a pretext for which there was no justification; that the breach of contract had caused substantial damage to the plaintiff, who was also entitled to reimbursement of the expenses which she had incurred in contemplation of marriage. This damage "material and moral" was assessed by the court at 2,000 francs. Mr. (afterwards Lord) HERSCHELL, in his speech in the House of Commons in 1879 in support of a resolution to abolish the action of breach of promise of marriage "except in cases where actual pecuniary loss has been incurred by reason of the promise, the damages being limited to such pecuniary loss," said that the French law was substantially what he proposed. Damages could only be recovered on account of what was called a *préjudice réel*. This observation would appear to require some amendment at the present day if the case which we have cited is a correct exposition of the existing law.

Protection of the Equitable Title to Stocks and Shares.

THERE is a belief in some quarters that the transfer of land can be simplified by assimilating the title to land to the title to stock, but, as every lawyer knows, the title to stock is not by any means simple. Questions of priorities between equitable claimants arise which are of great nicety, and, indeed, as difficult to determine as similar questions arising in regard to real estate.

The case of *Peat* v. *Clayton* (1906, 1 Ch. 659; 50 SOLICITORS' JOURNAL, 291) (commented upon 50 SOLICITORS' JOURNAL, 510) is a case in point. This in many respects is a puzzling case, and as the principles involved in it appear to be interesting, and of general importance in regard to the equitable title to stocks and shares, it is proposed to examine it at some length. When it is stated that the case is cited in the Annual Practice (see Annual Practice, 1911, order 46, r. 8 *n.*) in support of the proposition that notice to a company of an assignment of stock or shares *will prevent* [our italics] the company from registering a transfer to a subsequent purchaser—*i.e.*, will have the exact effect of a *distringas* without its semi-publicity and cost—the importance of the case will be apparent.

Now in *Peat* v. *Clayton* the material facts were these: the defendant CLAYTON executed an assignment of all his property to the plaintiffs as trustees for the benefit of his creditors. Part of his property consisted of shares in the Oceana Co., and part of shares in the Randfontein Co. The plaintiffs gave notice by ordinary letters to each of the two companies of the assignment (which in the meantime had been duly registered under the Deeds of Arrangement Act, 1887), but they did not obtain transfers from CLAYTON, or the certificates of the shares, or put on *distringases*. The notices were acknowledged by the respective secretaries of the companies, and in the case of the Oceana Co. in terms which apparently refused to recognize that the company were cognizant of any equitable title.

Subsequently to all this CLAYTON sold the shares in both companies through brokers on the Stock Exchange, and in due course executed transfers and delivered the share certificates.

The Randfontein Co. refused to register the transfer to the purchaser and communicated with the plaintiffs—in other words, this company treated the unauthenticated notice of assignment sent by the plaintiffs almost precisely as if a *distringas* had been placed on the shares. The Oceana Co., on the other hand, registered the transfer to the purchaser (a Mrs. RUSSELL), but, before issuing any certificate to her, cancelled the entry on the register and refused to proceed further. Thereupon CLAYTON'S brokers, in accordance with the custom of the Stock Exchange, and in fulfilment of their warranty, furnished Mrs. RUSSELL and the other purchaser with other shares in the two companies. The action was brought by the plaintiffs, as trustees of the deed of assignment, against the two companies and CLAYTON'S brokers (neither Mrs. RUSSELL nor the other purchaser being before the court) for a declaration that the plaintiffs were entitled to the shares as such trustees. JOYCE, J., held that they were entitled to succeed, on the ground that any lien by subrogation which CLAYTON'S brokers might have on the shares was equitable and must be postponed to the equity of the plaintiffs, which was first in point of time. This decision seems correct in the case of the Randfontein Co., where no registration had taken place, but in the case of the Oceana Co.

(who had registered Mrs. RUSSELL and then expunged the entry) the same result is less easily arrived at. The learned judge came to the conclusion on the facts that Mrs. RUSSELL had not got a legal interest, or if she had and was a trustee for the brokers, that the brokers could only set up a title with the assistance of a court of equity, and consequently had an equity only.

The case seems to show that the law as to the question how far a company can be affected with notice of equitable interests in its shares is still in a fluid state. In the Companies (Consolidation) Act, 1908, s. 27 (replacing the Companies Act, 1862, s. 30), there is the clear enactment that no notice of any trust, expressed, implied, or constructive, shall be entered on the register, and where this statutory provision is supplemented by an extension clause such as is proposed by Sir F. B. PALMER (Palmer's Company Precedents (10th ed., p. 588) it has been decided that a company is under no obligation to accept notices of equitable interests, and that such notices, if given, are inoperative: *Société Generale De Paris* v. *Walker* (11 A. C. 20, 30). To this proposition there is, however, the well-known apparent exception that the company's lien as traders under their articles of association on shares of a member can be postponed to an equitable mortgagee by deposit of certificate who gives notice: *Bradford Banking Co. (Limited)* v. *Briggs* (1887, 12 A. C. 29). The proposition, however, seems to be left that a company *may* take notice of equities if it chooses, and JOYCE, J., in *Peat* v. *Clayton* goes so far as to say that a company *ought* to recognize notice of an assignment to the extent of not registering a transfer until they have communicated with the person giving the notice. But it is difficult to see, having regard to the provisions of the Companies (Consolidation) Act, 1908, s. 27, and to the statutory duty of a company to keep a correct register (*Simm* v. *Anglo-American Telegraph Co.*, 5 Q. B. D. 188, 193, referred to in the argument in *Rainford* v. *Keith*, 1905, 2 Ch. 147, 155), why a company may take notice of any equity (whether an assignment or not) unless in pursuance of a *distringas* or order of court.

If the true view is that a company may not notice any equitable title, then a company that refuses to register a transfer duly sent in with a certificate (which is *prima facie* evidence of title, Companies (Consolidation) Act, 1908, s. 23) renders itself liable to an action for damages (see *Ottos Kopje Diamond Mines (Limited)* (1893, 1 Ch. 618), where, however, the ground of decision was the estoppel created by the certificate) and a person aggrieved may obtain rectification of the register: Companies (Consolidation) Act, 1908, s. 32.

The conclusion is that the question of the protection of equitable rights and interests in stock and shares by means of a register (either public or each company keeping its own) of cautions and inhibitions requires consideration. The machinery of a *distringas* at present provided is antiquated and clumsy, and it may be noted it does not in terms apply to trustees of equitable interests: see the form of affidavit, R. S. C. No. 27, Appendix B.

Annuities as a Charge on Corpus.

THE decision of the Court of Appeal in *Re Watkins' Settlement* (*ante*, p. 63) makes it clear that, although an annuity is in the first instance made payable out of income, yet if the property is given over subject to the annuity, any deficiency is charged on the corpus. This was the view taken in *Birch* v. *Sherratt* (L. R. 2 Ch. App. 644), where a testator directed his trustees to convert and invest his property, and out of the income to pay the annual sum of £100 to his mother for life, "and, from and after payment of the said annual sum of £100 and subject thereto," he declared that the trustees should stand possessed of the trust funds upon specified trusts. Where under such a gift there is a deficiency of income available for payment of the annuity, two questions arise—whether the annuity is charged on the *corpus* of the trust funds as well as the income, and whether the annuity is a continuing charge on income, so that arrears are payable out of the surplus income of subsequent years. In *Birch* v. *Sherratt* it was held by the Court of Appeal, reversing STUART, V.C., that the effect of the gift over, after payment of the annuity and "subject thereto," was to enlarge the previous direction for payment of the annuity out of income, and to make the full payment of the annuity a condition precedent to the gift over becoming operative. The trust in favour of the beneficiaries, it was said by Lord CAIRNS, L.J., did not commence until, and was only created subject to, the full payment of the preceding gift of the full annual sum of £100. Consequently he held that the annuity was both a continuing charge on the income and also a charge on the *corpus*; though this result would not have followed from the words of the original gift of the annuity, which contemplated only the payment of the £100 out of income.

The possibility of claiming arrears of the annuity out of future income is of importance not only during the life of the annuitant, but also after his death, and in *Booth* v. *Coulton* (L. R. 5 Ch. App. 605) it was held by GIFFARD, L.J., that the words "subject as aforesaid" created a continuing charge on income, so as to secure payment of arrears to the estate of a deceased annuitant, though he declined to declare them to be also a charge on the *corpus*. In that case a testator gave his real and personal estate to trustees in trust to pay his debts and legacies and out of the annual profits of the residue to pay three annuities, and "subject as aforesaid" he made a gift of the income for life, followed by a gift of the *corpus* after the death of the tenant for life. The Lord Justice held that the annuities were a charge upon the annual profits without limitation, and that consequently arrears were payable out of future income. It would have been in accordance apparently with *Birch* v. *Sherratt* (*supra*) to hold that they were also a charge on *corpus*, but here GIFFARD, L.J., drew the line.

In the last few years several cases have been decided on the same point, and the results have been conflicting. In *Re Boden* (1907, 1 Ch. 132) a testator gave his residuary estate in trust for conversion and investment, and in the respective events mentioned in the will he gave to his wife out of the income of the residuary trust funds such a sum as would, with the income arising under their marriage settlement, make up the annual sum either of £8,000 or £10,000, and "subject to the trusts aforesaid" there was a gift of the residuary trust funds. In the events that happened the sum necessary to make up the annual sum of £10,000 became payable, but the income was insufficient for the purpose. It was held by the Court of Appeal (VAUGHAN WILLIAMS and BUCKLEY, L.JJ., MOULTON, L.J., *diss.*) that the annuity was only payable out of the income during the widow's life, and that there was neither a charge on *corpus* nor a continuing charge on income. The words "subject to the trusts aforesaid" were not so strong as those in *Birch* v. *Sherratt* (*supra*), for these might refer only to payment of the annuity out of income; in *Birch* v. *Sherratt* nothing was given over until the annuity had been paid. But the distinction is not very substantial. MOULTON, L.J., was of opinion that the annuity was a continuing charge on income, but not on *corpus*.

The words "subject to the trusts aforesaid" occurred also in *Re Bigge* (1907, 1 Ch. 714). There a testatrix directed her trustees out of the income of her residuary estate to pay certain annuities, and subject thereto to pay the income to a tenant for life; after the death of the tenant for life certain legacies were to be raised and paid out of capital, and "subject to the trusts aforesaid" the trust funds and income were given to five persons or such of them as should survive the testatrix in equal shares. On the words of this will it seems to have been less clear than in *Birch* v. *Sherratt* that payment of the annuities was a condition precedent to the subsequent gifts taking effect, and NEVILLE, J., held that the annuities were neither a charge on the *corpus* nor a continuing charge on the income. This construction was assisted by the circumstance that the balance of the current income was to go to the tenant for life, and it seems natural to conclude that the testatrix meant that each year should be taken separately for the purpose of dividing the income between the annuitants and the tenants for life.

In *Re Howarth* (1909, 2 Ch. 19) the words were "subject to the aforesaid annuities," and the Court of Appeal held that the annuities were both a continuing charge on income and a charge

on *corpus*. A testator directed the proceeds of sale and conversion to be held upon trust to pay out of the income certain annuities, and "subject to the aforesaid annuities" the trust funds were to be held upon trust as in the said will mentioned. "A mere trust," said COZENS-HARDY, M.R., "for the payment of an annuity is not necessarily a trust to pay the annuity only out of income accruing during the life of the annuitant"; and it is to be inferred that a gift of an annuity out of income without more is to be construed as a continuing charge on income. In *Re Bigge* (*supra*) NEVILLE, J., had intimated a contrary view and he said that, where an annuity was not charged on *corpus*, an intention that it should be charged on the income in such a way that arrears of the annuity must be satisfied out of future income ought not to be imputed to the testator unless the words were clear. In *Re Howarth* the Master of the Rolls went on to point out that the ultimate gift of the trust funds subject to the annuity charged "the annuity upon the *corpus* of the estate just as much as a gift of real estate subject to the payment of the testator's debts charges the debts upon the real estate." The case, it will be noticed, was one in which it was easy to arrive at this conclusion in accordance with *Birch* v. *Sherratt* (*supra*), since there was no gift of surplus income to a life tenant, and the gift over was subject to the annuity.

The question has arisen again in *Re Watkins' Settlement* (*supra*), where the words were "subject thereto," and a like decision has been given by the Court of Appeal. The trusts of a marriage settlement provided that a yearly sum of £400 should be paid out of the income for the wife for her life, and in the events that happened the trust funds were to be held, after paying out of the income the said yearly sum and subject thereto, for the husband. The husband was dead, and there was a deficiency of income. The case was practically the same as *Re Howarth* (*supra*), and the Court of Appeal held that it was governed by that decision. Hence the annuity was charged on *corpus*. But the chief interest of the decision lies in the statement by the Master of the Rolls and FARWELL, L.J., that *Re Bigge* must not be relied on in the future; that is, that the annuity would be a charge on the *corpus*, and apparently a continuing charge on income, notwithstanding that the surplus income is given to a tenant for life, and that the ultimate gift of the trust estate is "subject to the trusts aforesaid." This, it will be observed, throws over not only *Re Bigge*, but also *Booth* v. *Coulton* (*supra*) and *Re Boden* (*supra*), and it would seem that the expression of this opinion is no more than *obiter dictum*. At the same time, if *Re Watkins' Settlement* can be regarded as having had this wide effect, it will have produced a noteworthy simplification in the rule of construction as to the incidence of annuities.

Reviews.

Arbitration.

THE PRINCIPLES OF ARBITRATION: A MANUAL OF THE LAW RELATING THERETO. By MONTAGUE R. EMANUEL, M.A., B.C.L., Barrister-at-Law. Jordan & Sons (Limited).

This work states briefly the rules affecting arbitration, the subject being followed in the natural order from the submission and the appointment of arbitrators to the enforcing or setting aside of the award. As far as possible the use of technical legal terms has been avoided, so that the principles enunciated may be as clear to the lay man who undertakes the duties of an arbitrator as to the lawyer. At the outset the distinction between an arbitration and a valuation is defined, and a useful chapter on "The Scope of the Inquiry" is devoted to explaining what the arbitrator must and what he must not deal with. It is pointed out that the golden rule for the arbitrator is to adhere strictly to the terms of reference, and to avoid any attempt to do rough-and-ready justice. And the chapter on "Legal Proceedings Pending Arbitration" gives a detailed statement of the circumstances under which an arbitration clause is an absolute bar to an action—that is, where the award is a condition precedent to a right of action *Collins* v. *Lock*, 4 App. Cas., p. 689)—or leaves it discretionary with the court to allow the action to proceed. The text of the Arbitration Act, 1889, is given in the Appendix.

*** Messrs Harrison & Sons write to say that the published price of G. Woods Wollaston's Coronation Claims (new edition) is 10s. 6d. net, not 25s. net as previously stated. The price was not stated in our acknowledgment of receipt of the book.

Books of the Week.

Laws of England.—The Laws of England: being a Complete Statement of the Whole Law of England. By the Right Hon. the Earl of HALSBURY, Lord High Chancellor of Great Britain 1885–86, 1886–92 and 1895–1905, and other Lawyers. Vol. XIII.: Equity, Estate and other Duties, Estoppel, Evidence. Butterworth & Co.

Torts.—The Law of Torts: a Treatise on the English Law of Liability for Civil Injuries. By JOHN W. SALMOND, M.A., LL.B. Second Edition. Stevens & Haynes.

Discovery.—Digest of the Law of Discovery, with Practice Notes. By His Honour Judge BRAY. Second Edition. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

Diary.—Sweet & Maxwell's Diary for Lawyers for 1911. Edited by FRANCIS A. STRINGER, of the Central Office, Royal Courts of Justice, and J. JOHNSTON, of the Central Office. Sweet & Maxwell (Limited).

Pocket Diary.—The Solicitor's and Law Clerk's Vade-mecum and Pocket Diary for 1911. Edited by a Solicitor. Sweet & Maxwell (Limited).

Money-lenders Act, 1900.—Supplementary Notes to the Money-lenders Act, 1900 (63 & 64 Vict. c. 51). By JOSEPH BRIDGES MATTHEWS and GEORGE FREDERICK SPEAR, M.A., Barristers-at-Law. Sweet & Maxwell (Limited).

Correspondence.

Flagging Charges.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—A client of ours owns nine leasehold houses in a metropolitan borough, and has been served by the borough council with demands for flagging charges under section 1 of the Metropolis Management Act, 1862, Amendment Act, 1890.

Twenty years ago our client's predecessor in title paid to the local authority £29, "being a moiety of the costs of curbing and paving the footway" in front of the said houses. It appears that this was done by arrangement with the local authority and not in pursuance of any powers of the council, that is, not under apportionment by the council.

Our client is now asked by the council to pay exactly the same amount per house for flagging the unflagged footway as all the other owners. Thus each of her houses is twice charged for paving, and pays roughly £7 each (including the amount paid twenty years ago) as against £3 10s. paid by every other house in the section paved.

If this is the correct result of the above-mentioned section 1 it seems grossly unfair. SUBSCRIBERS.

The Coronation and Solicitors.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—Mr. Harvey Clifton makes a suggestion in your issue of to-day advocating a new "dignity" for solicitors.

May I suggest that this is an opportune time to consider the "adornment" of solicitors?

Solicitors have not been eager (though suggestions have from time to time been made) to adopt fanciful letters after their names, or fanciful dress, but in these days of royal processions, pageants, assize processions, university and other public functions, to which solicitors are invited, would it not be an advantage for the dull black gown of a solicitor to be brightened in some way (even the parish verger and the county court crier have a patch or two of velvet upon theirs, which tend to make them even uglier)?

The quietest and at the same time most effective "improvement" would be a "hood" on the lines of the university or medical hood, but, of course, of a distinguishing colour—claret or ruby might be appropriate.

The graduate in arts or science has examinations to pass, and the physician is qualified by examinations, the solicitor equally with them. Why should not the solicitor be entitled to a similar decoration, to be obtained, of course, of the Law Society, but not conferred in public ceremony?

I think the suggestion is worth considering. SIGMA.

Nov. 19.

Notaries and Lambeth Degrees.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—The Archbishop of Canterbury confers degrees in arts and law. For arts he holds an examination, but not for law.

As notaries are under his jurisdiction, and are and always have been closely connected with the church, I would suggest that representations ought to be made to his Grace to allow notaries to sit for the law degree. Such a course would not hurt the universities as notaries are a very small body indeed.

The opinions of other notaries would be interesting reading.

NOTARY PUBLIC.

Finance (1909-10) Act, 1910—Reversion Duty.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—By section 14 (1) of the Finance (1909-10) Act, 1910, "where, in the case of a reversion to a lease purchased before the thirtieth day of April nineteen hundred and nine, the lease on which the reversion is expectant determines within forty years of the date of purchase, no reversion duty shall be charged under this Part of this Act on the determination of the lease . . ."

In our view "purchased" in the above section qualified the word "lease," and accordingly the exemption applied to all cases, otherwise within the exemption, so long as the reversion had before 30th April, 1909, been the subject of a sale. Mr. Napier, however, in his note to this section in his work, The New Land Taxes (p. 81), seemed to take the view that the original purchaser was the only person intended to be exempt.

The point having arisen in our own practice, we accordingly wrote to the Board of Inland Revenue on the subject, and now have their reply stating that "in their opinion the provisions of section 14 (1) of the Act apply in the case of a reversion purchased before the 30th April, 1909, by the predecessor in title of the person in whom the reversionary interest is vested at the date of the determination of the lease."

We think, possibly, this opinion may be of general interest.

8, Old Jewry, E.C., Nov. 22. ADAMS & COLVILE.

CASES OF THE WEEK.

Court of Appeal.

SPILLERS & BAKERS (LIM.) *v.* GREAT WESTERN RAILWAY CO., AND GREAT WESTERN RAILWAY CO. *v.* SPILLERS & BAKERS (LIM.) (THE ASSOCIATION OF PRIVATE OWNERS OF RAILWAY ROLLING STOCK INTERVENERS, AND CROSS NOTICE OF APPEAL BY THE GREAT WESTERN RAILWAY CO.). No. 1. 21st Oct.; 22nd Nov.

RAILWAY—RATES—TRADERS' VANS—DEFICIENCY OF RAILWAY COMPANY'S VANS—REASONABLE FACILITIES—RAILWAY AND CANAL TRAFFIC ACT, 1854 (17 & 18 VICT. C. 31), S. 2.

Held that where there is a shortage in a railway company's trucks, and a trader asks to have his goods carried in his own trucks or vans, he is in such circumstances asking for a reasonable facility within section 2 of the Railway and Canal Traffic Act, 1854, and is entitled in such circumstances to have the charge for the conveyance reduced.

There is, however, no general obligation on a railway company to haul the ordinary goods of a trader in the latter's vans.

Semble, *that a railway is bound to provide all "reasonable facilities" to convey the trader's goods in covered vans or other suitable vehicles, the trader to be at liberty to use his own trucks if a suitable number of trucks is not from time to time provided by the railway company, and further that in this case "sheeted" trucks should be admitted to be suitable trucks.*

Decision of Railway and Canal Commission Court (1910, 1 *K. B.* 778, 79 *L. J. K. B.* 776) *affirmed, but order as drawn up somewhat varied.*

Appeal of Spillers & Bakers from a judgment of the Railway and Canal Commissioners (A. T. Lawrence, J., Mr. Gathorne Hardy and Sir James Woodhouse). The appeal, which was in part argued last sittings, was ordered to be reargued before a full court. Shortly the point was this. The railway company supplied trucks to traders and hauled their goods in these trucks at certain rates. If and when the company had not suitable trucks, the traders admittedly could use their own and require the railway company to convey the goods, claiming the rebate corresponding to the hire of the trucks. Many traders preferred to use their own trucks, and the dispute was whether, when the company could supply but the traders chose to use their own trucks, the rebate could be claimed. The plaintiffs claimed the right to use either their own trucks or those of the company at their option; the railway company said that the trader was not entitled to act capriciously and tender his own trucks one day and claim to be supplied with others on the next. The Railway Commissioners decided substantially in favour of the railway company, expressing the opinion that there was no general obligation on a railway company to haul the ordinary goods of a trader in his own trucks. At the close of the arguments judgment was reserved.

COZENS-HARDY, M.R., in giving judgment, said that the appeal raised a very important question as to the nature and extent of the obligations of a railway company towards traders desirous of using their own rolling stock loaded with merchandise for the purpose of having such merchandise carried by a railway company upon the terms of payment of the proper rates for such merchandise. The Act of 1845 was passed in the early days, when it was thought that a railway could be regarded as a highway, along which members of the public might run their own engines and carriages, paying toll to the company. This was soon discovered to be impracticable, for the simple reason that points and signals must be worked by the company's servants to secure safely. The Act also treated the railway company as common carriers of merchandise, in so far as they elected to act as such. He could find nothing which imposed any obligation upon the railway company to supply rolling stock to meet the requirements of traders. A common carrier was only bound to carry goods if his cart or carriage would hold them. He was not bound to get a second cart or carriage. It was probably thought, and with reason, that this might safely be left to the pecuniary interest of the company. Nor could he find anything which directly dealt with the duties of the company towards traders who wished to use their own rolling stock. In his opinion, no action could be maintained, apart from subsequent legislation, against a railway company for not receiving and forwarding merchandise in owner's trucks. The Act of 1854 effected a great change. It imposed upon the railway company a new duty, namely, the duty of affording all reasonable facilities for receiving and forwarding and delivering of "traffic" upon and from its railway and for the return of carriages and trucks. But this duty could only be enforced by application to a body, now the Railway Commissioners. It was for them to say what in the particular case were "reasonable facilities." Their finding on this point was a finding of fact, and no appeal lay to the Court of Appeal, unless they had, to use a common phrase, misdirected themselves as to the law. Now, there was nothing in the Act of 1854 which entitled a trader, as a matter of right, to have his goods carried in any particular way. "Reasonable facilities" were all that he could claim, and what were "reasonable facilities" must be determined by the Railway Commissioners. His lordship had not forgotten that the definition of "traffic" included carriages, &c., adapted for running or passing over the railway. The company must afford facilities for conveying a truck or van, as a separate article, on payment of a reasonable rate for such conveyance. But he was not prepared to say that that entitled a trader to have his loaded wagon forwarded, as a means of forwarding the goods contained in the wagon, upon payment of tolls based upon the rates applicable to such goods, either with or without abatement. It was common knowledge, and it was fully recognised by the Act of 1891, that for some kinds of traffic, especially for coal and other mineral traffic, wagons owned or hired by traders were very largely used; and he conceived that any attempt by the railway company to interfere with this practice would not meet with the approval of the Railway Commissioners if they had to consider the question of "reasonable facilities." The Act of 1891, dealing with the Great Western Railway alone, did not really alter the position. It recognised the practice not to supply wagons for mineral traffic, and expressly enacted that the company should not be required to provide wagons for that traffic, so that it would not be competent to the Railway Commissioners to order such wagons to be provided as a reasonable facility. But this negative enactment did not impart a positive obligation as to all traffic other than mineral traffic. The Act contained provisions to the effect that when the company did not provide wagons there was either a reduced rate or a means of obtaining a reduction or rebate from the authorised rate. It remained to consider the particular circumstances of the present case. The appellants were large millers and dealers in grain at Cardiff, where their premises adjoined a dock. By virtue of some arrangement the Cardiff Railway Co. hauled loaded trucks or vans from the appellants' premises to the sidings of the Great Western Railway—a distance of about a mile—for transmission to various points on the Great Western Railway Co.'s system, or to points beyond. The appellants complained that the Great Western Railway Co. had not sent sufficient trucks or vans, and, in particular, not sufficient vans, for their requirements. They therefore purchased a large number of covered vans, and they asserted their right to have those vans, loaded with grain or flour, received and forwarded by the Great Western Railway Co., and to have a reduction or abatement from the rates which admittedly would be payable if the company's own vans were used. The Railway Commissioners had held that, except in times of great stress, there had been no shortage of sheeted wagons, and that such wagons were suitable for carriage of grain and flour, and that it was not a "reasonable facility" to have owners' vans used when the company was ready and willing to provide suitable trucks or vans. The court could not interfere with those findings of fact, for there was no misdirection. The Commissioners were entitled, and indeed bound, to have regard to the interest of the railway company, as well as of the traders. In his (his lordship's) opinion, upon those findings, the order of the Commissioners was substantially right, although in form it was open to objection. He thought the order should be altered as follows: This court doth find and determine (1) That the Great Western Railway Co. are bound, as a reasonable facility, to carry or

convey Messrs. Spillers & Bakers' merchandise in covered vans or other suitable vehicles provided by them whenever a sufficient number of suitable vehicles are not from time to time provided by the railway company for the purpose; but that, except as aforesaid, the railway company are not so bound; (2) That both sheeted trucks and covered vans are suitable vehicles for the conveyance of Messrs. Spillers & Bakers' merchandise. Probably those declarations would enable parties to agree to the figures; but there might be added: (3) Liberty to apply as to the times when a sufficient number of suitable vehicles have not been provided by the Great Western Railway Co., and as to the sums by which the rates charged by the company for the conveyance of goods on these occasions ought to be reduced. The appeal would, therefore, be dismissed, as also would the cross-appeal, which was not opened. There would be no costs of either appeal.

VAUGHAN WILLIAMS, FLETCHER-MOULTON, FARWELL, BUCKLEY and KENNEDY, L.JJ., gave judgments to the like effect.—COUNSEL, *Balfour Browne*, K.C., *C. A. Russell*, K.C., and *Whitehead*, for Messrs. Spillers & Baker, Limited; *Sir Alfred Cripps*, K.C., *Ernest Page*, K.C., and *Harold Russell*, for the railway company; *Sir Robert Finlay*, K.C., *Bailhache*, K.C., and *Holman Gregory*, K.C., for the interveners. SOLICITORS, *Downing, Handcock, Middleton & Lewis*, for *Downing & Handcock*, Cardiff; *R. R. Nelson*, for the railway company; *Willis & Willis*, for *Taynton, Sons & Siveter*, Gloucester, for the interveners.

[Reported by ERSKINE REID, Barrister-at-Law.]

FISHER *v.* **GREAT WESTERN RAILWAY CO.** No. 2. 18th Nov.

LANDS CLAUSES ACT—COMPENSATION—AWARD IN FAVOUR OF THE PLAINTIFF—COSTS—SUFFICIENCY OF PREVIOUS OFFER.

An offer of compensation under section 34 of the Lands Clauses Consolidation Act, 1845, must be plain, clear, and unconditional. Therefore, where a railway company against whom a claim for compensation was made in respect of the diversion of a footpath intimated to the claimant's solicitor that they proposed to make a new road, "and on the understanding that such road will be made to make your client an offer of £50 in settlement of his claim."

Held, not to be a good offer within section 34, and therefore the claimant, although only awarded £50 in the arbitration proceedings, was entitled to the costs of such proceedings.

Decision of Phillimore, J. (1910, 2 *K. B.* 252; 79 *L. J. K. B.* 870), *affirmed.*

Defendants' appeal from a judgment of Phillimore, J., on a special case stated by consent of the parties. In 1907 a certain ancient public footpath ran from Ealing through the Drayton Park Estate (on part of which the plaintiff had built some houses) to Hanwell, which gave access from the plaintiff's houses to Ealing. The defendants, under statutory powers, stopped up and diverted this path, and the plaintiff claimed damages. As the parties could not agree, the plaintiff appointed his arbitrator. Before appointing their arbitrator, the defendants, by their solicitors, wrote a letter to the plaintiff's solicitors, in which, after stating that the company had made arrangements for the construction of a 40-ft. road, which would put Mr. Fisher's property in direct communication with a new bridge over the railway, contained the following passage: "I am instructed to give you formal notice on their (the company's) behalf that the road above referred to will be made as soon as practicable, and on the understanding that such road will be made, to make your client an offer of £50 in settlement of his claim." This offer was refused, and the matter went to arbitration, the arbitrator awarding the plaintiff £50 as compensation. The plaintiff claimed his costs, which by section 34 of the Lands Clauses Act, 1845 (8 & 9 Vict. c. 18), are to be borne by the promoters unless the arbitrator awards a claimant the same or a smaller sum than was offered by the promoters, in which case each party is to bear their own costs.—Counsel for the respondents were not heard.

LORD ALVERSTONE, C.J., said that in his opinion the judgment of Phillimore, J., was right. It had been decided for many years that the offer mentioned in section 34 must be made at such a time that the claimant could make up his mind before he incurred the expense of arbitration whether he would accept the offer or not. In this case the claimant was placed in a difficulty. The offer did not enable him to judge what his position would be, and he was entitled, therefore, to go to arbitration, as the offer was not a good offer within the section.

BUCKLEY, L.J., also thought that the offer was bad. If the letter was construed as the offer it admitted of two constructions only. Either to substitute for the path a road and to pay £50, or that in the event of something happening which the company promised should happen, and which was within their control, then they offered £50 on the footing that the event had happened. If the first construction was right the offer was not an offer of a sum of money; if the second was the right construction it was not an offer of a sum certain, but had a contingency. The object of the section clearly was that the claimant should be put in a position to make up his mind at the time when the offer was made.

KENNEDY, L.J., gave judgment to the like effect. Appeal dismissed. —COUNSEL, *Sir Alfred Cripps*, K.C., and *Howard Wright*, for the appellants; *Danckwerts*, K.C., and *W. Mackenzie*, for the respondents. SOLICITORS, *R. R. Nelson*, for the defendants; *F. Duke & Son*, for the plaintiff.

[Reported by ERSKINE REID, Barrister-at-Law.]

High Court—Chancery Division.

RATTENBERRY *v.* **MUNRO.** Eve, J. 11th Nov.

PRACTICE—DISCOVERY—PRODUCTION OF DOCUMENTS—JOINT POSSESSION—INTERROGATORY AS TO CONTENTS OF DOCUMENTS.

A party cannot refuse to disclose the contents of relevant documents, though he may refuse to produce them on the ground that they are in the joint possession of himself and another person not a party to the action. Accordingly an interrogatory as to the contents of such documents will be allowed.

This was an adjourned summons asking whether an interrogatory as to the contents of documents ought to be allowed. The action was brought to set aside a charge on the plaintiff's interest under the will of a testator who died some years ago. The defendants were two gentlemen in whose names the charge was taken as trustees for the third defendant. The pleadings were closed, and the defendants had made a joint affidavit of documents. They said: "We have in our possession or power the documents relating to the matters in question in this action set forth in the first schedule," and then one of the defendants said: "I have in my possession or power jointly with my six partners the documents set forth in the second schedule. I object to produce the documents set forth in the second schedule on the ground that the same are not in my sole legal possession or power." There was no claim for privilege, and the only question raised was the objection to produce the documents on the ground of joint possession. In these circumstances the plaintiff desired to administer the following interrogatory: "What are the contents of the documents specified in the second schedule to the affidavit of documents? Exhibit copies of the documents to the answer to this interrogatory."

EVE, J.—The question is whether such an interrogatory is admissible. No case has been cited to show what the present practice is in reference to such an interrogatory. This may be due to the fact that these matters are generally disposed of in chambers, where doubtful interrogatories are occasionally allowed on the footing that it is open to the party interrogated to object in the answer if he sees fit to do so, a course of procedure which no doubt facilitates the progress of business but does not settle the practice. Accordingly, as the interrogatory was objected to in this case, and the neat point raised whether such an interrogatory could be administered, I thought it better to adjourn the matter into court with a view to considering how the authorities stand. In *Kearsley* v. *Phillips* (10 Q. B. D. 36) the defendant in his affidavit of documents stated that he and another person not a party to the action jointly held in their possession the documents mentioned in the second schedule to the affidavit. North, J., in refusing an application by the plaintiff for production of the documents, observed: "The case of *Hadley* v. *McDougall* (L. R. 7 Ch. 312) shews the course which the plaintiff can, if so advised, adopt in the present case." In *Hadley* v. *McDougall*, James, L. J., after stating that no order could be made for the production of documents in the possession of two or more persons when one of such persons is not before the court, adds: "The plaintiff may, if so advised, amend his bill so as to make the defendant set out all the entries himself, and he can then get production of the originals at the hearing by means of a *subpœna duces tecum*." I take that to mean that an interrogatory might be added to the bill having reference to the contents of the documents in joint possession, and that North, J., thought it open to the plaintiff to obtain information as to the contents of relevant documents in the joint possession of the defendant and another by means of an interrogatory. Such a course seems to be consistent with the practice that obtained before the Judicature Act. In the case of *Stuart* v. *Lord Bute* (11 Sim. 442), interrogatories were allowed as to the contents of documents in the joint possession of the defendant and others; and in the case of *Swanston* v. *Lishman* (45 L. T. 360), Jessel, M.R., in the course of the argument, stated that he had even known a chancery judge threaten to order a defendant to set out verbatim all relevant portions of documents where he had attempted to protect himself against production by alleging joint possession. The only way in which such a threat could be enforced would be by means of an interrogatory. In this state of the authorities I think I ought to hold this interrogatory admissible, and I propose therefore to allow it. The costs of this summons will be costs in the action.—COUNSEL, *R. Rowlands; Austen Cartmell;* SOLICITORS, *Kenneth, Brown, Baker, Baker, & Co.; Cattarns & Cattarns.*

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

Re **ESTATE OF F. T. GOMPERTZ** (Deceased). **PARKER** *v.* **GOMPERTZ.** Warrington, J. 15th Nov.

EXECUTOR—EXPRESS TRUSTEE—STATUTE OF LIMITATIONS—DECLARATION OF TRUST—EAR-MARKING ENTRIES.

Executors who are not also in terms appointed trustees, but who have duties imposed upon them, not as executors, but as trustees, hold the residue as soon as it has been ascertained, and as soon as their duties as executors have been performed, as express trustees within the meaning of the Statute of Limitations.

Executors, although not trustees under the provisions of the will by which they are appointed, may become express trustees by reason of entries in their accounts ear-marking certain sums as held for or on account of the persons interested.

The question in this action arose in this way. On the death of one F. T. Gompertz, in 1903, it was discovered that a sum of over £2,000

Consols was standing in his name. From the memoranda and accounts which had been kept by him and by a certain Ephraim Gompertz, it was possible to trace these Consols back into certain sums of money forming part of the estates of one Barent Gompertz and of one Solomon Barent Gompertz, who had died many years before. But the question now arose whether F. T. Gompertz was entitled, notwithstanding the fact that the Consols could be traced back into these two estates, to treat them as his own, and as not being capable of being treated as belonging to these two estates, having regard to the time which had elapsed. An originating summons was therefore taken out to assist the executors of F. T. Gompertz in deciding what should be done with these Consols, and as a result a certain inquiry was directed. The master proceeded to answer that inquiry, but some difficulty was found in doing so, owing to the fact that the answer to it involved questions of law. The master therefore referred the answer to the judge, and the judge was asked in form to direct the master how to answer that inquiry. In consequence the judge was not now making any order, but was giving directions to the master. The facts were these. The said Solomon Barent Gompertz died in 1808, and the said Ephraim was his surviving executor. Under Solomon's will there was, in the events which happened, a partial intestacy. In 1847 one of the events, on the happening of which that partial intestacy took effect, occurred, and a certain sum of money in court, representing the share in which one of Solomon's daughters had a life interest, and which had become distributable as on an intestacy, was paid out of court. Part of that sum was paid to the executors of one of the testator's sons, Barent Gompertz. Barent Gompertz had died in 1824, leaving Ephraim the surviving executor of his father, and by his own will appointing Ephraim and Isaac his executors. One of the shares was distributed in 1847, being paid out to Ephraim and Isaac as the executors of Barent. The sum so paid was divisible amongst the persons then entitled to Barent's residuary estate. Included amongst those persons were two sons, Alexander and Henry. For certain reasons it was not possible for Ephraim to pay over those two sums, and he accordingly retained a sum of about £60, as representing their shares. Later another sum in court became divisible, and the same thing took place. The sum was paid out to Isaac and Ephraim as executors of Barent, and they retained so much of it as represented the shares of Alexander and Henry. There was a similar transaction in 1859. Isaac was then dead, and the shares of Alexander and Henry were retained by Ephraim alone. But he did not so retain it permanently, but invested it in the names of himself and Benjamin Gompertz, and it remained so invested until Benjamin died. It is material to observe that this sum was not retained by Ephraim as executor of Barent, but was placed in the names of himself and another. The same thing happened in 1861, except that in this case, besides retaining a sum to answer the shares of Alexander and Henry under the will of Barent, he retained a sum to answer the share of George, another son of Barent, and to answer the shares of persons named Cohen, who were some of the next of kin of Solomon. Ephraim died in 1867, leaving as his executors R. J. Gompertz, who died in 1900, and F. T. Gompertz, who died in 1903. On the death of Ephraim a further sum became divisible, and his executors retained that part of it which represented the shares of Alexander and Henry Ephraim, and his executors kept books of account, in which the transactions which had reference to these amounts were set out, and through those books it was possible to trace the sums so retained, and to make out that they were now represented by about £2,700 Consols.

WARRINGTON, J., having stated these facts, said that the main question, and indeed the only question, requiring decision was whether Ephraim, and after his death his executors, held these sums as trustees for the various persons entitled, or whether they held them merely as executors, of Solomon as to part, and of Ephraim as to the other part. If they held them merely as executors, any claim for them as a legacy had long been barred by the Statute of Limitations. But the persons who claimed these sums of money said that it was held first by Ephraim, and then by his executors, as express trustees, and they put their contention on two grounds, so far, at any rate, as regarded the shares of Alexander and Henry, but perhaps only on one ground as regarded the share which belonged to or was held for the Cohens. The first ground was that they were express trustees under the will of Barent Gompertz. It was said on behalf of the claimants to the fund that these sums were paid to Ephraim and his executors, and retained by them, not as executors of Barent, but as trustees for the persons entitled to the residue, or, to put it in another form, it was said that an express trust was declared by the will, and that trust referred to the funds in question. It was quite true that if that will did nothing more than give directions for the getting in of the estate and the division of it amongst certain persons absolutely, the functions of the executors as such would not have come to an end until they had divided the fund, and until that division any sums which came to them would be held by them as executors, and as executors only. *Re Rowe* (58 L. J. Ch. 703) was an authority for this. But in the present case there was a great deal more than that. Under this will the executors, when they had realised the estate, had duties to perform which were not the duties of executors as such. To put it shortly, duties were imposed upon them which were duties imposed upon them, not as executors, but as trustees. Hence, as soon as they had performed the duties of executors and ascertained the residue, they held it as trustees. Under this will of Barent Gompertz the moneys held by Ephraim, and after his death by his executors, as representing the shares of Alexander and Henry, were held by him and them as trustees. It was said that their duties as trustees may have continued only during the life of the widow, and that as she died before these sums were received, therefore they held them as executors, and not as trustees. In his lordship's opinion that was not so. However, even if his lordship was wrong in the conclusion to which he had come on that part of the case, the representatives of F. T. Gompertz claimed that there was an express trust created, not by the will, but by the supposed trustees themselves, and for that purpose they relied on the account books, kept first by Ephraim and afterwards by his executors. Now, the general nature of the entries was this: They put in their account books explanations indicating that these sums of money were held for individual persons interested under the wills of Solomon and Barent respectively. In some cases they used the words "in trust", in some "for the account of." In his lordship's view, it made no difference which expression was used. The important characteristic of those entries was that these sums of money set apart from the rest were by these entries ear-marked as held by the persons who did hold them, for or on account of the persons interested. Whether you treated Ephraim as the executor of Solomon or as the executor of Barent, the claim for these moneys ceased to be a claim for a legacy, and became a claim for a definite sum of money, which Ephraim had said belonged to the claimant, and it seemed to his lordship that that was equivalent to saying that he held it as trustee for that person. Therefore, F. T. Gomperz must be treated as having held the Consols as trustee for the persons entitled.—COUNSEL, for the summons, *Darlington;* for the claimants, *A. C. Clauson*, K.C., and *W. H. Weaver;* for the executors of F. T. Gompertz, *Cave*, K.C., and *Johnston Edwards*. SOLICITORS, *H. Hope Shakespear; Evans, Rendall & Oakeshott.*

[Reported by PERCY T. CARDEN, Barrister-at-Law.]

High Court—King's Bench Division.

REX *v.* **HANKEY AND ANOTHER, JUSTICES.** Div. Court. 9th and 10th Nov.

MOTOR-CAR—CONVICTION FOR EXCESSIVE SPEED—PREVIOUS CONVICTIONS—FORM OF SUMMONS—MOTOR-CAR ACT, 1903 (3 ED. 7, C. 36), SS. 1, 9, 11.

Where a summons is taken out against the driver of a motor-car under section 1, *sub-section* 1, *of the Motor-car Act*, 1903, *it is not necessary that the summons should contain a statement as to previous convictions under the Act, and, though insertion of such a statement may not be wrong in law, it is preferable that no such statement be included in the summons. The proper method is to give the defendant separate notice that such previous convictions will be charged against him.*

This was a rule obtained against the Wokingham Justices to show cause why a writ of *certiorari* should not issue to quash a conviction under the Motor-car Act, 1903. On the 10th of May, 1910, one Paull Brahan was convicted by the said justices of an offence—namely, driving a motor-car at a speed dangerous to the public under section 1, sub-section 1, of the Motor-car Act, 1903. It appeared that the summons, after stating the particular charge preferred, concluded with the words "the same being your third offence." It was contended that these previous convictions were improperly alleged, and that the justices were biassed thereby. The facts upon which the contention was based appear from the affidavit filed by the justices: "The case was heard by us and by five other justices present at Wokingham, on the 10th of May, 1910. Upon the case being called, Mr. Staple Firth, a solicitor, stated that he represented the defendant, but he declined to produce him, although in fact the defendant was sitting near to his said solicitor in the court. The summons was not read to the defendant or to his solicitor then, nor at any time during the proceedings, either by our clerk or by any other person. We were advised that as the defendant was represented by a solicitor the case ought to be proceeded with, and we intimated to the solicitor that we were prepared to hear the case in the absence of the defendant. The solicitor immediately arose and read out the summons, and took objection to the form of the summons on the ground that it contained the words, 'the same being your third offence.' It was pointed out to the said solicitor, and he was informed, that we would have known nothing of the allegation in the summons of previous offences unless he had himself called attention to the fact, and we told him that it would not affect our minds. We were of opinion that the summons was good, and that we could amend it if required by striking out the said words or by treating them as surplusage, or, the defendant being represented by and appearing by a solicitor, that we could proceed to hear the case irrespective of the summons, or, at all events, with his consent. Thereupon the said solicitor elected to proceed with the case, and, on behalf of the defendant, he pleaded not guilty. No application was made to us for any adjournment." The affidavit then set out the facts, and proceeded: "On these facts alone we decided that the defendant was guilty of the offence with which he was charged. We never took into our consideration the allegation of previous offences by the defendant. On the contrary, we carefully excluded any such matter from our consideration, and we were in no way influenced thereby in arriving at our decision. We are informed that on the application for an order *nisi* in this case it was stated to the court that the whole of the summons was read out in court when the case was called on. This statement is entirely contrary to the fact. The defendant's solicitor himself read out the summons. The practice

at our court in cases of this kind (which we should have followed in this case but for the intervention of the defendant's solicitor) is that our clerk first reads to the defendant the substance of the information, and inquires of the defendant whether he pleads guilty or not guilty. . . . In no case is the fact that there are previous convictions brought to the notice of the court until the particular charge under consideration has been dealt with and decided." Under sections 9 and 11 of the Motor-car Act, 1903, the penalty for a second or subsequent offence may be greater than that for a first offence, and we are of opinion that the proper way of bringing to the defendant's notice that any previous conviction may be alleged against him is by a recital in the summons, because it gives him notice thereof, and enables him to produce evidence in mitigation or explanation thereof. It was argued in support of the rule that the summons, when issued, was signed by Mr. Mylne, one of the justices who sat at the hearing. Therefore he must have known what the summons contained. As this information was in the summons, the justices had before them what they ought not to have had. With regard to the point raised that the defending solicitor first disclosed the information to the court by reading out the summons, he was bound to read the summons in order to found his objection to it. The objection had to be taken at the earliest possible moment. The justices, sitting as judges of fact, were biassed by the information disclosed in the summons, though the bias was probably unconscious. Finally, the offence charged was under section 1 (1) of the Motor-car Act, 1903, and the provisions of the section did not make previous convictions part of the offence thereby created. Therefore the form of the summons was wrong.

Lord ALVERSTONE, C.J., in giving judgment, said that there was no ground at all for suggesting bias on the part of the justices. But for the conduct of the defending solicitor, the fact of a previous conviction would never have come before the notice of the court. It was said that because Mr. Mylne signed the summons he must have known of the previous convictions alleged therein. To say that the court was to assume that magistrates who, in the course of discharging an important and onerous public work, sign many documents, must be taken to know their contents, was going too far. The court unreservedly accepted the affidavit made by the justices. That affidavit set out the practice of the court, which was that nothing was said about a previous conviction until the defendant pleaded or was found guilty. It was said that the solicitor defending could not have taken the point in any other way, but it was obvious that he could. The court was of opinion that the justices had not been biassed, either unconsciously or otherwise, and the present case was governed by *Rex* v. *Sparkes and Others* (1909, 73 J. P. 485). With regard to the point as to whether the summons should contain a statement of previous convictions, the court did not think it necessary that such previous convictions should be inserted in the summons. In order to avoid any difficulty, especially having regard to sections 9 (1) and (2), the previous convictions had better not be put in, although the court would not go as far as to say that it was wrong to do so. On the other hand, it would be well to give the defendant a separate notice of any intention to charge him with being previously convicted. The court was satisfied that the justices had not been biassed, and the rule would therefore be discharged, with costs.

DARLING, J., in giving judgment, said that he accepted the justices' statement that they had no knowledge of the previous convictions until brought to their minds by the solicitor. The solicitor's point was that the justices were biassed, but it was he who brought the fact to their knowledge, and then complained that they were biassed.

PICKFORD, J., in delivering a concurring judgment, said that the objection to the form of the summons should have been taken after the summons had been read out by the justices' clerk.—COUNSEL, *Trevor Lloyd; Tindal Atkinson*, K.C., and *W. H. Moresby*. SOLICITORS, *Snow, Fox, & Higginson*, for *Wilson*, Wokingham; *Firth & Co.*

[Reported by GERALD DODSON, Barrister-at-Law.]

Bankruptcy Cases.

Re **ROGERS.** *Ex parte* **THE SHERIFF OF SUSSEX.** Phillimore, J. 17th and 31st Oct.

BANKRUPTCY—COSTS—TAXATION—SHERIFF'S "COSTS OF EXECUTION"—COSTS OF INTERPLEADER SUMMONS—BANKRUPTCY ACT, 1890 (53 & 54 VICT. c. 71), s. 11—BANKRUPTCY RULES, 1886-1890, RR. 118, 119.

When a sheriff has seized goods under a writ of fi. fa., and a claim has been made on the goods, and the sheriff has had to take out an interpleader summons, he is entitled to have his costs of possession pending interpleader, and his costs of the interpleader summons, even in cases where the judgment debtor has become bankrupt before the completion of the execution, and the costs have to be taxed as against the bankrupt's estate.

Application by the sheriff of Sussex for a review of the taxation of his costs by the bankruptcy taxing master. On the 6th of January, 1910, the sheriff seized the goods of a debtor under three writs of *fi. fa.* The goods were claimed by a bill of sale holder, and the sheriff took out an interpleader summons. On the hearing of this summons on the 10th of January, the judgment creditors, being satisfied that the claim under the bill of sale was good, the master ordered the sheriff to sell enough of the goods to satisfy the various claims thereon, and the costs of the sheriff, judgment creditors, and claimant. The sale was advertised to take place on the 19th, 20th and 21st of January, but on the 14th of January a receiving order was made against the judgment debtor; and the official receiver stopped the sale at the end of the second day, by which time more than enough had been realised to pay off the claimant. After paying the claimant, the sheriff retained out of the proceeds certain costs and charges, and paid the balance to the official receiver; but the official receiver required the sheriff's bill to be taxed, and the taxing master disallowed the items of the claimant's costs of interpleader, £3 3s., the executive creditors' taxed costs, £8 18s., and the sheriff's taxed costs of the execution, £11 18s. The sheriff appealed against the decision of the taxing master, contending that these items had already been adjudicated upon by the master in the King's Bench Division, upon the 5th of March, where the costs were taxed under the order of the 10th of January, and that the items were costs of execution within section 11, sub-sections 1 and 2, of the Bankruptcy Act, 1890. The case was argued on the 17th of October, when judgment was reserved, and the following considered judgment was delivered by Phillimore, J., on the 31st of October.

PHILLIMORE, J.—This is an application to review the taxation of costs. Judgment was recovered in the King's Bench Division against the bankrupt, who was an hotel keeper, and three writs of *fi. fa.* were issued to the sheriff of Sussex, under which he took possession. Thereupon a claimant appeared, claiming under a bill of sale, and as the judgment creditors did not immediately admit his claim, the sheriff took out interpleader summonses. When these summonses came on for hearing the claimant and the judgment creditors were all of opinion—as it turned out, rightly—that there would be sufficient to pay the claimant and leave a surplus perhaps sufficient to satisfy the judgments; at any rate, going some way in that direction. Apparently also the judgment creditors were satisfied that the claimant's title was good. In these circumstances, the master made an order on the 10th of January, 1910, directing the sheriff to sell enough of the goods to satisfy the expenses of sale, rent (if any), the claim of the claimant and this execution, and that out of the proceeds of sale the sheriff, after deducting expenses and rent, do pay the claimant the amount of his claim, and the execution creditors the amounts of their judgments, and that the costs and charges of the sheriff, the plaintiff's costs of the application, and the claimant's fixed costs of £1 1s. be paid out of the proceeds of the sale. On the 14th of January a receiving order was made against the debtor, and notice thereof was given by the official receiver to the sheriff. Before this the sheriff had arranged for the sale to take place on the 19th, 20th, and 21st of January. This was known to the official receiver, who permitted the sale for the first two days, and stopped it before the third day, enough having been realised to pay off the claimant and leave a surplus. The sheriff received the proceeds, paid the claimant and the auctioneer, retained certain costs and charges, rendered an account to the official receiver, and paid over the balance to him. This, as it seems to me, he did under section 11, sub-section 2, of the Bankruptcy Act, 1890, and thereupon the official receiver could require the sheriff's costs to be taxed under rule 119. The official receiver mistakenly considered that section 11, sub-section 1, of the Act of 1890, and therefore rule 118, applied, but that is not of importance, as the taxation which took place can be supported under rule 119. On that taxation the taxing master in bankruptcy taxed off three items—Messrs. Dixon's costs of interpleader, £3 3s., execution creditors' taxed costs, £8 18s. 8d., and the sheriff's taxed costs, £11 18s. The sheriff brought in objections (*a*) that these items had already been allowed in an allocation given by a master in the King's Bench Division on the 5th of March; (*b*) that the said items were costs of execution within section 11, sub-sections (1) and (2) of the Bankruptcy Act, 1890, and rules 118 and 119. The taxing master replied that the master in the King's Bench Division had taxed as against the proceeds of sale, while in bankruptcy the costs of execution had to be taxed as against the debtor's estate, as provided by the Bankruptcy Acts and rules. Such costs do not include his solicitor's costs of interpleader proceedings, or those of the execution creditor or claimant, all of which ought to be paid by the losing party. Upon this state of things two questions arise:—(1) Does the order of the King's Bench master, or does the allocatur, operate as *res judicata*, so as to prevent the application of the rules in bankruptcy? (2) If it does so operate, can the sheriff claim his interpleader costs as costs of the execution? As to (1), the order of the King's Bench master contains three directions as to costs: first, that the sheriff out of the proceeds pay his own costs and charges; secondly, that he pay the judgment creditors' costs of the application; and, thirdly, that he pay 3 guineas to the claimant. That part of the order which apparently directed the sheriff to pay himself was not an order which he (the sheriff) had to obey. To borrow the language of Justinian in an analogous case, *Magis consilium quam mandatum est* (Instit. Lib. III., Tit. xxvi., 6). That part of the order which relates to the judgment creditors' costs can only have been intended to operate if bankruptcy did not supervene. It may perhaps be taken, with the allocatur, as an adjudication that such costs were properly incurred. As to the direction that 3 guineas were to be paid to the claimant, this was wrong as against the judgment debtor, who was not before the master upon that application, and as against him and as against the official receiver it cannot be treated as *res judicata*. The bankruptcy taxing master was, therefore, right in taxing off this item of 3 guineas, and also in taxing off the execution creditors' costs of £8 18s., which are not sheriff's costs of the execution, which alone the sheriff is entitled to retain, before handing over the balance to the official receiver. The King's Bench master's adjudication only determined that they were proper costs for the judgment creditor to recover with his judgment debt. The sheriff's own costs of £11 18s. stand on a different footing. I think they are costs of the execution.

Re Harrison (10 Morr. 106), which was cited against the sheriff, seems to me in his favour. *Re Levy* (7 Morr. 125) and *Re Hurley* (10 Morr. 120) support the view that the sheriff is entitled to his costs of possession pending interpleader, while *Re English, Ex parte Ayling* (1903, 1 K. B. 680) does not decide to the contrary. The same principle applies to the sheriff's proper costs of interpleader, to deprive him of which would operate very unequally. Therefore this objection of the sheriff was right, and on the whole I think he should have his costs of the application to review.—COUNSEL, *F. Mellor; Hansell.* SOLICITORS, *Palmer & Bull; The Solicitor to the Board of Trade.*

[Reported by P. M. FRANCKE, Barrister-at-Law.]

Probate, Divorce, and Admiralty Division.

BRADDOCK *v.* **BRADDOCK.** Evans, P. 16th Nov.

DIVORCE—WIFE'S PETITION—CRUELTY AND ADULTERY OF HUSBAND—CONDONATION—SUBSEQUENT CRUELTY—REVIVAL OF PREVIOUS CRUELTY AND ADULTERY—PLEADINGS—PRACTICE.

A subsequent matrimonial offence will revive offences previously condoned, but

Quære, *whether it is not necessary to plead the "revival."*

Wife's suit for dissolution of marriage on the grounds of the cruelty and adultery of husband. By his answer the respondent denied the charges and pleaded that the adultery and cruelty prior to August, 1909 (if any), had been condoned. In her reply the petitioner joined issue on the answer. It appeared that the petitioner established both cruelty and adultery from March, 1908 to July, 1909. In the latter month the petitioner left the respondent in consequence of his cruelty and filed a petition for divorce on the 16th of August, 1909. During the respondent's illness the petition was never served, and the petitioner, having returned to nurse him, remained with him and resumed cohabitation. In February and March, 1910, the respondent again assaulted the petitioner, who left him and filed the present petition. On the facts proved, it was submitted that the petitioner was in law entitled to a decree for divorce, the condoned cruelty and adultery having been revived by the assaults in 1910. Counsel cited *Dent* v. *Dent* (4 Sw. & Tr. 105), *Newsome* v. *Newsome* (19 W. R. 1039, L.R. 2 P. & D. 306), and *Green* v. *Green* (21 W. R. 828, L. R. 3 P. & D. 121.) [EVANS, P., : But should not "revival" have been specifically pleaded?] Revival depended upon certain facts being proved. It was a question of evidence first, and then of the law applicable to the facts proved.

EVANS, P., referred to *Collins* v. *Collins* (32 W.R. 500, 9 App. Cas. 205) and *Moore* v. *Moore* (1892, P. 382), and said that he was quite satisfied as to the truth of the charges made in the petition, and would grant the petitioner a decree nisi with costs. He thought, however, that some day the question of whether revival should be pleaded or not would have to be considered.—COUNSEL, *J. H. Murphy.* SOLICITORS, *W. J. Synnott*; *H. S. Bridge.*

[Reported by DIGBY COTES-PREEDY, Barrister-at-Law.]

Law Students' Journal.

The Law Society.

INTERMEDIATE EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on 2nd and 3rd November, 1910 :—

FIRST CLASS.

Buckley, Donald Finnimore, B.A. (Camb.)
Longstaff, William Arthur Ray
Morris, George Parker

PASSED.

Adams, Arthur Joseph
Barrett, Frederick Gamble, B.A. (Camb.)
Brooks, Eric Sydney Clifford
Cary, Launcelot Sulyarde Robert
Clark, Walter Douglas
Clark, Walter Trevelyan
Cotton, Gerald Vincent
Cullimore, William, B.A. (Camb.)
Cunningham, John
Davis, John Albert
Eaton, Arthur Reginald
Freeman, John Guy
Garrett, Charles Herbert
Guy, Henwood, B.A. (Camb.)
Hargreave, James Barnard
Hatwell, Alfred John
Hawthorn, Frank Frederick Flint
Hemming, Francis William, B.A. (Oxon.)
Hooper, Albert Charles
Howland, Harman John
Hubbard, John Cleon
Jonas, Louis Nathaniel
Jones, William Holden
Jones, William Sydney
Kains, Tom de Shurland
Lingard, John Reginald, M.A. (Camb.)
Lloyd, Arthur
Lockwood, John Cutts
McLean, Thomas Wilson
Mew, John Henry
Miller, Arthur Edward
Miller, Matthew Rowlatt
Morriss, Guy Rallison
Mountford, George Burleigh
Parry, William Henry Liddon
Passmore, Leonard Wolfe
Pearkes, Andre Mellard, B.A. (Camb.)
Peart, Robert Eustace
Perks, Graham
Peters, Gerard
Pym, Frederick Crampton
Renshaw, Cyril Laurence
Richards, David Mansel Poyer
Rippon, Allan William
Robinson, John Cyril Charles Henry, B.A. (Camb.)
Scrimgeour, Geoffrey Cameron, B.A. (Camb.)
Smeddles, Thomas
Steward, Norman Frederick
Taylor, John
Thorne, Hugh
Trasler, Frank
Waddington, Alfred Pickard
Walker, Cecil Hugh
Walker, Charles Valentine, B.A. (Camb.)
Whitworth, Charles Edward
Williams, Charles James, B.A. (Camb.)
Williams, John Allan
Wilson, William Holt
Wood, Carl Sutcliffe

THE FOLLOWING CANDIDATES HAVE PASSED THE LEGAL PORTION ONLY.

Abrahams, Barnet
Badham, Percy
Bremner, Robert
Coleman, John Edward Miller
Collins, Montague D'Arcy
Daggett, Cedric Hunton
Davis, Barnard Burrell
De la Cour, James Lombard, B.A. (Oxon.)
Evans, John Dawe
Forsyth, Robert Byers
Gould, Herbert Frederick, B.A. (Camb.)
Haines, Eric Ross
Hare, Maurice Evan, B.A. (Oxon.)
Harris, Harry
Hartley, Christopher, B.A. (Oxon.)
Henty, Edwin Claude, B.A. (Camb.)
Hethrington, Walter Cranmer
Hewetson, Henry Caunter
Hutchinson, Hanley
Jackson, Warwick
Johnson, Thomas Roscoe
Jolly, George William Ernest
King, Charles Francis
Lightburn, John Edward
Matthews, Stanley Owen
Maw, Allan
Merivale, John William, B.A. (Oxon.)
Mitchell, Sydney Gillott, M.A. (Oxon.)
Moore, Hugh Stirling
Newill, Robert Daniel
Parry, Charles Owain St. John
Power, Basil Roy
Royle, Hubert Turner Peter, B.A. (Camb.)
Sweet, John Laxon Leslie
Ward, Francis Welsford, B.A. (Oxon.)
Weightman, John
Wigin, Robert
Wilks, Spencer Bernau
Willmott, Frederick William
Wright, Ralph Fletcher

THE FOLLOWING CANDIDATES HAVE PASSED IN ACCOUNTS AND BOOKKEEPING ONLY.

Archer, Lewis Kendary, LL.B. (Lond.)
Amon, Lewis
Anderson, William James
Armstrong, Vincent, B.A. (Camb.)
Bagnall, George Barry, B.A. (Camb.)
Bain, George Hardy
Barber, Cyril Arthur, B.A. (Camb.)
Benton, Frank Bayfield
Blake, John Humphrey, B.A. (Oxon.)
Blount, Cecil Francis, B.A. (Oxon.)
Brooke, Justin, B.A., LL.B. (Camb.)
Brown, Reginald Southgate
Browne, Alexander
Buckingham, Frederick Robert, B.A. (Oxon.)
Calderwood, John Lindow, B.A., LL.B. (Camb.)
Callingham, Laurence Frederick, B.A., LL.B. (Camb.)
Chamberlain, Francis Walter
Chambers, Kenneth William, LL.B. (Victoria)
Cocker, Leslie Stuart
Cook, Dudley Stafford
Dalton, Robert Cecil
Drake, Francis Hubert
Duncan, Walter, LL.B. (Liverpool)
Edmundson, Charles Robert Ewbank
Elliot, William James Ephinstone Rutherford
Elwin, Walter Douglas, B.A. (Camb.)
Evans, Bernard, B.A., LL.B. (Camb.)
Exeter, George Henry
Farmer, Henry Gamul, B.A. (Oxon.)
Fleuret, Frank Stuart, B.A., LL.B. (Camb.)
Foskett, Noel
Goldsmith, Henry Mills, B.A. (Camb.)
Gosney, Lelie Lawrence
Groves, Lyndhurst George
Gummer, Herbert Ingram, B.A. (Oxon.)
Hancock, Frederick Basil
Harden, William Wallace
Heslop, Thomas Bernard
Holyoak, Francis Gerald
Hooper, George Graham, B.A. (Camb.)
Horrocks, Alfred Heaton
Hughes, Ernest Charles
Hunt, William Julian
Hunter, Richard Jocelyn, B.A. (Oxon.)
Hutchinson, Edgar Francis
Jesson, Robert Wilfred Fairey, B.A. (Oxon.)
Jones, Albert Victor, B.A., LL.B. (Camb.)
Jones, Ivor Godfrey
Kennedy, George Dodgson
Knapp, Arthur Harold Lascelles
Koski, Harry
Lamb, Arthur John
Langley-Smith, William Humphries
Law-Green, Charles Theodore
Loftus, Robert Barham
Loveridge, Charles Harry
Low, Stuart
Lowson, Kenneth John, B.A., LL.B. (Camb.)
Lyus, Arthur Ormiston
McFarlane, James Alexander
Manlove, Leonard Cecil Tong, B.A. (Oxon.)
Martin, Hubert Joseph Baynes, LL.B. (Liverpool)
Mear, Henry Robert Fowler
Meggeson, Richard Ronald Hornsey, B.A. (Camb.)
Metcalfe, Cuthbert Percy
Minshull, Francis Cecil, LL.M. (Liverpool)
Mortimer, Arthur Fortescue

Moser, John
Parkinson, Arthur Masheder
Pettitt, Arthur
Pye-Smith, Talbot Edward Baines, B.A., LL.B. (Camb.)
Rees, Richard Wilfred
Reeves, Richard Mervyn Edmund, B.A., (Oxon.
Sandeman, Sydney Robert, B.A. (Oxon.)
Scougal, Kenneth Hirst, B.A., LL.B. (Camb.)
Smith, Bernard Joseph
Smith, Frederick Henry Hamilton, B.A., LL.B. (Camb.)
Stinson, Henry John Edwin, B.A., LL.B. (Camb.)
Styer, Wilfred Henry, B.A. (Oxon.)
Swire, Herbert Livingston
Thompson, Edward Redfern
Tickle, Alfred James
Tilly, John, B.A. (Camb.)
Wadeson, Henry Harman
Waterer, Clarence Roy, B.A., LL.B. (Camb.)
Wearing, James
Webb, George Roderick
Weeks, Harry
Whittle, John
Wilkinson, Hubert Cooper, B.A. (Camb.)
Wilkinson, Noel Read Ellershaw, B.A. (Oxon.)
Williams, William Jones
Wippell, Donald Hugh, B.A. (Oxon.)
Worden, Leonard, LL.M. (Liverpool)

By Order of the Council,
S. P. B. Bucknill, Secretary.

Law Society's Hall, Chancery-lane, 18th November, 1910.

FINAL EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful in passing the Final Examination held on 31st October and 1st November, 1910 :—

Allen, Richard Lancelot Baugh
Baker, Charles William Evelyn
Baker, Francis Horace
Barnard, George William, B.A. (Camb.)
Beetenson, George Hayes
Bennion, Claude, B.A., LL.B. (Camb.)
Berridge, Noel
Booth, Harold Gordon
Booth, Vincent Strawson
Brown, Hamilton Linford
Brown, Joseph Stanley
Burdon, John Hinton
Butcher, Frank Howard, B.A. (Oxon.)
Butler-Fleming, Frederick John
Calvert, Reginald Cullen, LL.B. (Lond.)
Carpenter, Charles William Alan
Chalker, Henry Cecil
Chappell, Clyde
Chapple, John Edward
Clapperton, James Henry
Clarke, Lawrence Joyce, B.A. (Oxon.)
Clarke, Noel Oliver, M.A. (Oxon.)
Clayton, Gerold Fancourt
Codner, Thomas Arthur
Commin, Robert George
Cooke, Hubert Temple
Cooke, Reginald Charles
Cottrill, John Robert Hardstaff
Cowlishaw, Ronald Foster
Coxon, Thomas Roger
Cranford, Leonard George, B.A., LL.B. (Camb.)
Curran, George Patrick
Davies, Arthur King
De Kusel, Reginald
De Pennington, Alan, LL.B. (Lond.)
Dickinson, James
Doherty, Leo
Downey, Eric Lidiard
Drabble, Herbert Hardy
Edgar, Robert Gerald, B.A. (Oxon.)
Elborne, Clifford Caunt
Emery, Thomas Smythe
Espley, Harry
Evans, Tom
Faber, Henry Grey
Fargus, Frederick Brian Arthur
Farmer, James Cleveland
Farmer, Sydney Morley, LL.B. (Liverpool)
Flewitt, Alfred Cyril
Foster, Fermian Le Neve
Gaskell, John Clare, M.A. (Oxon.)
Gibbs, Arthur Robert, B.A. (Camb.)
Gillman, Ronald George Trehane, B.A. (Oxon.)
Goddard, Philip Henry
Griffiths, Gerald William Percival Morgan
Gundill, Edward Norman, LL.B. (Leeds)
Hartley, William Edwin
Haynes, Sydney Harold
Hayter, Sydney Herbert
Heard, William Theodore, B.A. (Oxon.)
Henshall, Charles
Hobourn, Robert
James, Edward Cuthbert Alington
Jennings, George Wells
Johns, Herbert David
Johnson, Edwin Holme
Jones, Titho Glynne
Keeble, George Warriner
Kershaw, Geoffrey Goodier
Lacey, George Nelson
Large, Gerald Charles William
Lawson, Henry
Leach, Roland Walter Harrison
Lewis, William Plumpton
Linay, William Carter
Lister, George
Longmore, Philip Elton, M.A. (Oxon.)
Luck, Eric William Harry
Mahaffy, John George
Marriott, John Ledlie
Matley, William James
Maughan, Benjamin Harold
Middlebrook, Harold
Milner, James
Milns, John Arkley
Moger, William
Morrice, Geoffrey Wilmot, B.A. (Camb.)
Moser, Edward
Moylan-Jones, Reginald Arthur Withers
Munro, Hector Cameron
Owen, William Churchill
Page, Frederick Percival
Phillips, Frank Justice
Pollitt, George Egerton
Pollitt, William Herbert, LL.B. (Liverpool)
Read, Joseph
Redman, William, B.A. (Oxon.)
Reece, John Wynne Paynter
Renton, Elwyn George
Richards, Richard Watkin
Richardson, Hugh Baird
Roberts, Henry Sheriff
Royle, Claude Randall
Saint, Thomas Walter
Satchell, William James
Scholes, William Thackery
Sheard, Norman Henry
Shelton, John Parker
Shield, Clement Ridley
Skelton, Douglas
Smith, David Duncan
Spencer, John Teasdale
Stainton, John
Steward, Frederick Leopold, M.A. (Oxon.)
Stone, William Henry
Swallow, Harold Edward
Symonds, Daniel George
Taylor, Charles Patterson
Taylor, Ernest Henry
Taylor, James Edward
Taylor, Thomas Ralph
Thomas, David
Thomas, David Owen, B.A. (Wales)
Thomas, Stanley Hubert
Turner, Stanley Bancroft, LL.B. (Vict.)
Tyrrell, Gerald Norman
Vine, Eric
Warren, Charles Gordon
Watson, William Henry
Watts, Henry Arthur Dixon
Webb, Charles
Westmorland, Thomas Blain
Westrope, Harold Ashwell
Whall, Edward Lionel Haversham
Williams, George
Woolrych, Charles Humphrey

Number of candidates, 175; passed, 136.

By Order of the Council,
S. P. B. Bucknill, Secretary.

Law Society's Hall, Chancery Lane, 18th November, 1910.

Calls to the Bar.

The following gentlemen were called to the Bar on the 17th inst. :—

Lincoln's Inn.—Sunanda Chunder Sen, Pemb. Coll., Oxford; Hsin Kivei Lin; D. Beechinor, Royal Univ. of Ireland; Dhirender Chunder Ghose; Mahomedhafiz Abdulkadir Hafiz; Moung Kyin; F. B. V. Norriss, Paris School of Law, 1910, Licencié en droit Francais; Jawaher Lal Bhakhry; Gokul Chand Narang, Non-Coll., Oxford; R. B. Plumer; Kandula Vira Raghava Swami.

Inner Temple.—N. F. B. Osborn, M.A., Oxford, Certificate of Honour, Michaelmas Term, 1910; J. G. Archibald, B.A., Oxford, Certificate of Honour, Hilary Term, 1910; J. C. Hayes, B.A., Royal Univ. of Ireland; M. Constant, B.A., Oxford; L. A. J. G. Bam, B.A., Oxford; H. C. C. Batten, B.A., Camb.; H. Lumb, B.A., Camb.; E. W. T. Beck, Camb.; J. E. Lawson, Walton, B.A., Camb.; R. G. H. Greenham, B.A., LL.B., Camb.; V. F. Biscoe, B.A., Camb.; R. F. Hanbury, B.A., Oxford; G. E. Aeron-Thomas, B.A., Camb.; G. L. Wanless, B.A., LL.B., Camb.; R. H. Hill, B.A., Oxford; G. E. W. Bowyer, B.A., Oxford; E. G. M. Phillips, B.A., Oxford; Hon. H. B. Robson, B.A., Oxford; I. G. Kelly, B.A., LL.B., Camb.; J. R. de Westheimer, B.A., Oxford; F. W. Hoole, Oxford; M. E. Hansell, B.A., Oxford; D. A. Barker, B.A., Camb.; A. E. Smyly, B.A., Camb.; J. A. Hall, B.A., LL.B., Camb.; C. S. Hurst, B.A., Oxford; A. S. Lucy, M.A., Oxford; W. M. Cubitt; A. H. Penn, B.A., Camb.; and C. E. Gurdta, B.A., Oxford.

Middle Temple.—J. G. Phillimore, M.A., Oxford, Certificate of Honour C.L.E., Trinity Term, 1910; F. H. Gaskell, Certificate of Honour, C.L.E., Michaelmas Term, 1910; L. A. Cammiade, B.A., LL.B., Madras; S. Barton; F. R. Bader; T. H. Donaldson, B.A., Oxford; J. M. Prillevitz; W. Stafford, B.A., Oxford; Rustam Dinshawjee Batliwala, B.A., Bombay Univ.; J. D. Casswell, B.A., Pemb. Coll., Oxford; H. A. Gilbert, B.A., Oxford; J. H. Sandy; W. A. Gregory; Saral Chunder Sen; André K/ Vern; F. Dargan; Kalarikkal Govinda Gopala Pillai; W. Cotton, LL.B., London; M. V. Pollock, LL.B., Trin. Coll., Camb.; Nikkil Sankar Sen; A. V. de S. Centlivres, B.A., Cape, B.A., New Coll., Oxford; S. R. Jenkins, B.A., London; R. Fortune; Shah Moniruddin Ahmad; Naginlal Harilal Setalvad, M.A., LL.B., Bombay; W. D. Harbinson.

Gray's Inn.—G. G. Seth, Certificate of Honour, Trinity, 1910; A. de Mello, B.A., Bombay Univ.; P. F. Nichols; J. Whitehead, Lee prizeman, Gray's Inn, 1907; C. Ontanon, B.A., LL.B., Downing Coll., Camb.; Dina Nath Mehra; W. C. Nixon; A. Heap, B.A., LL.B., London; G. T. Moody, D.Sc., member of the Senate of London Univ.; Mariadas Ruthnaswamy, B.A., Downing Coll., Camb., B.A., Madras Univ.; W. T. Snell; I. D. Allan; A. J. Smith; Himansu Mohon Bose, B.A., Calcutta Univ.; H. L. Harvey; Ashutosh Sen; R. D. Weston, Holt scholar, Gray's Inn, 1909; L. Draper; Mohamed Din Malak; Malick Mohammad Tofail; H. J. Wallington, formerly a solicitor.

Law Students' Societies.

Plymouth, Stonehouse and Devonport Law Students' Society.—The third ordinary meeting of the above society was held on Thursday, the 17th of November, the president, Mr. R. J. Fittall (town clerk, Devonport) in the chair. The subject for discussion was "Law Notes" Moot for November. For the affirmative, Messrs. C. J. Geldard and B. H. Prance; for the negative, Messrs. H. J. Howland and F. S. Murray. The following also spoke: Messrs. J. Woolland, Cedric H. Akaster, and S. Leighton Heard. Mr. Geldard having replied, the chairman summed up, and put the motion to the meeting, when the affirmative was carried unanimously.

The last General Election resulted in the return of 169 lawyers, 136 being barristers and 30 solicitors, says a writer in the *Globe*. The Law, however, has not been nearly so largely represented in the Legislature as these figures would suggest, for at least two-thirds of the members of the Bar in the present Parliament do not practise. The legal element in the new House of Commons, to judge from the list of candidates, is not likely to be smaller than in the old.

Legal News.

Appointments.

Mr. STUART DEACON has been appointed Stipendiary Magistrate of Liverpool. He was called to the bar in 1892.

The Hon. Society of the Inner Temple has appointed Mr. HENRY FIELDING DICKENS, K.C., of 2, Paper-buildings, Temple, one of their representatives on the Council of Law Reporting for England and Wales, in the place of the Hon. Mr. Justice Bankes, resigned.

Mr. FREDERICK ARTHUR GREER, K.C., and Mr. TIMOTHY MICHAEL HEALY, K.C., M.P., have been elected Benchers of the Honourable Society of Gray's Inn.

Mr. EDWARD CLAYTON, K.C., has been elected Treasurer of the Honourable Society of Gray's Inn for the year 1911, in succession to Mr. Herbert Francis Manisty, K.C.

Changes in Partnerships.

Dissolutions.

JOHN LAWRANCE LONGSTAFF, ERNEST VICTOR LONGSTAFF, THOMAS COLLINGWOOD FENWICK and FREDERICK GUSTAV LEWIS, solicitors (Dod, Longstaff, Son, & Fenwick), 16, Berners-street, London. Oct. 31. The last three of the above-named partners have formed a new partnership, and will continue to carry on business under the same style and at the same address.

PELHAM PAGE MAITLAND, CHARLES JOSEPH HAWORTH, and JOHN PELHAM BLANCHARD MAITLAND, solicitors (Maitlands and Haworth), Wakefield. Nov. 12.

WILLIAM STOREY and ARTHUR JOHNSON HOPPER, solicitors (Storey & Hopper), Sunderland. Nov. 14. The business will in future be carried on by the said William Storey under the style or firm of Messrs. Storey & Hopper. [*Gazette*, Nov. 18.

Information Wanted

WITNESSES TO WILL REQUIRED.—Re Mr. Frederick Holden Turner (Solicitor), deceased, late of No. 61, Sussex-gardens, Hyde Park, W., and formerly of No. 40, Bedford-row, W.C., Middlesex. The witnesses to any Will signed by the deceased are requested to communicate with Messrs. H. E. & W. Bury, solicitors, 47, Lincoln's-inn-fields, London, W.C.

General.

The complimentary dinner to Lord Merrey, Mr. Justice Horridge, and the Attorney-General, by the members of the Northern Circuit, will take place on Saturday, December 17th, at 7.30 p.m., at the Whitehall-rooms, Hôtel Métropole, London.

In the course of a trial at the New Old Bailey, on the 20th inst., says the *Times*, Mr. Justice Darling said that owing to the properties of this building they could now hear two cases at once—one in that Court and the other in an adjoining Court. The sound they were hearing there was a prisoner speaking in the other court. He had sent to see whether it could be remedied, but he was told that it could not, and that it was one of the peculiarities of the building. Very often in that court they could not hear witnesses or counsel, but they could hear what was going on in the other court.

The promoters of private Bills for next Session are, says the *Evening Standard*, in some perplexity as to the best course to pursue, in face of the uncertainty of the existing political situation. The standing orders of Parliament provide that notices of schemes to be submitted to Parliament during the forthcoming Session must be published in the *London Gazette* and the local newspapers before the end of November, and though the publishers of the *Gazette* have already a number of advertisements relating to measures for next year in type, proofs of which have been revised by the Parliamentary agents, they have not yet appeared in the paper. Should there be a Dissolution before Parliament meets for the business of next Session the notices would hold good, but, on the other hand, if Parliament met and then dissolved in January or February, after the Bills had been read a first or second time, a difficulty would probably arise, as it it doubtful if a partly-considered Bill could be carried forward from one Parliament to another. In the meantime, the question is one of anxiety to both promoters and Parliamentary agents.

Two brother lawyers were, says the American *Case and Comment*, trying a case before a rural justice of the peace in Arkansas, and there arose a question of the admissibility of evidence. The attorney for defendant read a passage from Greenleaf's first volume on Evidence, to sustain his point; and the Justice of the Peace was about to admit the offered evidence when the attorney for plaintiff said: "Hold, let me show you that Greenleaf admitted that all he said was not law"; and turning to the advertisement he read: "The work might have been much better executed by another hand, for, now it is finished, I find it but an approximation towards what was originally desired." "Now, he desired to write the law," continued the attorney, "but that is as far as he got; for he admits he only approximated it, and we all know that to approximate just means to get near to it. I'm surprised that my learned opponent should read from such an authority." "That's what I think, too," remarked the Justice, "and he can't expect me to follow it. Where a man says himself he has not found the law, how does he expect me to say he has got it right in his book? The evidence can't come in, and I give judgment for plaintiff."

On the 21st inst., in the House of Commons, Mr. Bottomley asked the Prime Minister what was the difference between the duties of the Attorney-General and the Solicitor-General, respectively; and whether, having regard to the number of other legal appointments in connection with the various public departments, he would consider the desirability of appointing only one law officer. Mr. Asquith said: In addition to the ordinary duties of a law officer which are discharged by the Attorney-General and the Solicitor-General, the Attorney-General alone can act in certain matters; for example, all criminal as well as other proceedings instituted by the Crown are under his control and subject to his direction, and the King's Proctor acts only under his directions. His consent is also required for the institution of many proceedings brought to protect public rights. There are numerous other important functions vested in the Attorney-General alone of which the above are only instances, and I am satisfied from experience that the work of the country could not be effectively done with less than two law officers. Mr Bottomley: Why is the second law officer called the Solicitor-General? If his duties are those of a solicitor, why does not a solicitor get the job? Mr. Asquith: The title and the office came to us from a remote antiquity.

The Liverpool Steamship Owners' Association have, says the *Times*, considered the grounds urged against the adoption of the Declaration of London, both by those whose opposition is based on the ground that its provisions are an abandonment of rights of belligerents in favour of neutrals, and those whose opposition is based on the ground that its provisions are a sacrifice of rights of neutrals to belligerents. Being of opinion that the adoption of the Declaration will facilitate and not prejudice the carriage of foodstuffs for this country in neutral shipping in time of war, the association reaffirmed the following resolution passed in April last year:—"That the rules adopted by the International Naval Conference should prove of advantage to neutral shipping in the presence of naval warfare in so far as, while fully upholding the rights of belligerents, they establish a code to take the place of more or less indefinite usages which have hitherto given rise to so much doubt and controversy." On the other hand, a meeting of the Liverpool Chamber of Commerce was held to discuss further the Declaration of London, in support of which a resolution had been moved at the previous meeting. An amendment was carried by 15 votes to 5 against ratifying the Declaration without safe-guarding the food supplies of the United Kingdom from without in the event of war, and amending it in regard to the treatment of the ships and cargoes of neutral Powers in case of war. The amendment also urged that provisions should be introduced into the treaty regulating the conversion of merchant vessels into vessels of war.

On the 18th inst. Mr. Gibson Bowles asked the Secretary of State for Foreign Affairs whether his Majesty's Government held that Great Britain was now bound by Article 66 of the Declaration of London, signed on February 26, 1909, on her behalf by Lord Desart but not yet ratified, to ensure the observance of the rules in the Declaration in any war with any other of the signatories, and was therefore now bound to issue the necessary instructions to her authorities and her armed forces, and to take such measures as might be required in order to ensure that the Declaration would be applied by British Courts, and more particularly by British Prize Courts; what instructions did his Majesty's Government propose to issue to British armed forces; what measures did they propose to take to ensure the application of the Declaration by the High Court of Admiralty and by his Majesty the King in Council; had those instructions been issued and those measures taken; and, if not, when was it proposed to issue and to take them. Sir E. Grey said:—No part of an international agreement, which contains a provision stipulating for its ratification by the signatory Powers, is binding on the parties before such ratification. The Declaration of London, when ratified, will become applicable by all British Prize Courts as part of the Law of Nations. It is not in the public interest to give information as to the instructions which may be issued to his Majesty's Navy. Mr. Gibson Bowles:—Do I distinctly understand that in case war were, unfortunately, to break out to-morrow this country would not be bound by the Declaration? Sir E. Grey:—Certainly so. The Declaration is not binding until it is ratified.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Joyce.	Mr. Justice Swinfen Eady
Monday, Nov. 28	Mr Goldschmidt	Mr Greswell	Mr Church	Mr Beal
Tuesday 29	Synge	Goldschmidt	Theed	Greswell
Wednesday 30	Church	Synge	Bloxam	Goldschmidt
Thursday, Dec. 1	Theed	Church	Farmer	Synge
Friday 2	Bloxam	Theed	Leach	Church
Saturday 3	Farmer	Bloxam	Borrer	Theed

Date.	Mr. Justice Warrington.	Mr. Justice Neville.	Mr. Justice Parker.	Mr. Justice Eve.
Monday, Nov. 28	Mr Farmer	Mr Synge	Mr Bloxam	Mr Borrer
Tuesday 29	Leach	Church	Farmer	Beal
Wednesday ... 30	Borrer	Theed	Leach	Greswell
Thursday, Dec. 1	Beal	Bloxam	Borrer	Goldschmidt
Friday 2	Greswell	Farmer	Beal	Synge
Saturday 3	Goldschmidt	Leach	Greswell	Church

Winding-up Notices.

JOINT STOCK COMPANIES.

Limited in Chancery.

London Gazette.—Friday, Nov. 18.

Barrow Mineral Water and Bottling Co, Ltd—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to Southcote Michael Stephen Townsend, 6, Lawson st, Barrow in Furness, liquidator

British Equitable Bond and Mortgage Corporation, Ltd—Creditors are required, on or before Dec 30, to send their names and addresses, and the particulars of their debts or claims, to Arthur Whittaker, Parr's Bank bldgs, 3, York st, Manchester. Robinson & Co, Manchester, solors to the liquidator

Clement Gardner & Co, Ltd Petn for winding up, presented Nov 14, directed to be heard on Nov 29. John B. & F. Purchase, Regent st, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 28

East Cheshire Mining Co, Ltd—Petn for winding up, presented Nov 14, directed to be heard at the Court House, Quay st, Manchester, on Dec 5 at 10. Bullock & Co, Manchester, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 3

Enterprise Developments, Ltd—Petn for winding-up, presented Nov 14, directed to be heard Nov 29. Pile (Gush & Co), Finsbury circus, solors for the petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 29

G. Pocock & Son, Ltd—Petn for winding up, presented Oct 27, directed to be heard at the Town Hall, Barnet, Dec. 13, at 11.30. Lickfold & Sons, London wall. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Dec 12

Kersal Vale Chemical Co, Ltd—Creditors are required, on or before Dec 10, to send their names and addresses, and the particulars of their debts or claims, to John William Hurst, 28, Queen st, Albert sq, Manchester, liquidator

Lamme et Cie, Ltd—Creditors are required, on or before Nov 30, to send their names and addresses, and the particulars of their debts or claims, to Archibald Joan Kelleway, 28, King st, Cheapside, liquidator

Rinking, Ltd Petn for winding up, presented Nov 18, directed to be heard Nov 29. Geare & Willis, Lincoln's inn fields, for Wallis & Starkie, Long Eaton, solors for the petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 28

Steamship "Trafalgar" Co, Ltd—Creditors are required, on or before Dec 16, to send their names and addresses, and the particulars of their debts or claims, to Edwin Nye, Bishopsgate st Within, liquidator

JOINT STOCK COMPANIES.

Limited in Chancery.

London Gazette.—Tuesday, Nov. 22.

Aberthaw Portland Cement Manufacturers, Ltd Creditors are required, on or before Dec 1, to send their names and addresses, and the particulars of their debts or claims, to A. Hepworth, 13a, Westbourne rd, Penarth, the liquidator. Lloyd Barry, solor for the liquidator

Cyrus Garside & Sons, Ltd—Creditors are required, on or before Dec 16, to send their names and addresses, and the particulars of their debts or claims, to Thomas S. Bowden, Glossop. Marsden, solor to the liquidator

Darwen and County Gazette, Ltd (in Voluntary Liquidation)—Creditors are required, on or before Dec 19, to send in their names and addresses, and the particulars of their claims or debts, to Percy Needham, 5, Richmond ter, Blackburn. Crossley, Blackburn, solor for the liquidator

George E. Gee & Co, Ltd (in Voluntary Liquidation)—Creditors are required, on or before Dec 20, to send their names and addresses, and the particulars of their debts or claims, to William Martello Gray, District Bank chmbrs, Bradford, Yorkshire. Wright & Co, Bradford, solors to the liquidator

John Vaux, Ltd—Petn for winding up, presented Oct 27, directed to be heard at the Court House, St Thomas st, Portsmouth, Nov 30. Goodman, Portsmouth, solor for the petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 29

Mid-Glamorgan Plate Glass Insurance Co, Ltd—Creditors are required, on or before Nov 29, to send their names and addresses, and the particulars of their debts or claims, to Robert Edwards, 1, Ffaldau villas, Pontycymmer. Morris, solor for the liquidator

Stakesby Steamship Co, Ltd—Creditors are required, on or before Dec 19, to send their names and addresses, and the particulars of their debts or claims, to Humphry Wallis, The Exchange, Cardiff, liquidator

West of England Syndicate, Ltd—Petn for winding up, presented Nov. 18, directed to be heard at the Western Law Courts, Guildhall, Plymouth, Dec. 14, at 10.30. McGowen & Son, 81, Liverpool, solors to the petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 7

Workington Artillery Drill Hall Co, Ltd (in Voluntary Liquidation)—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to Joseph Stewart McGill, Drill Hall, Elkin st, Workington. Paisley & Co, Cumberland, solors for the liquidator

Resolutions for Winding-up Voluntarily.

London Gazette.—Friday, Nov. 18.

Threlkeld Mines, Ltd.
East Magdalena Exploitation Co, Ltd (in Liquidation).
Tourtel Manufacturing Co, Ltd.
Steamship "Trafalgar" Co, Ltd.
Gidea Hall Development Co, Ltd.
Oliver & Co (Birmingham), Ltd.
Presents, Ltd.
Geary, Adams & Co, Ltd.
Elliott Waterture Boiler Co, Ltd.
R. Dewsbury & Sons, Ltd.
Centaur Cycle Co, Ltd.
Eccleston Mill Co, Ltd.
Shawley and Langley Co, Ltd.
Newman, Hender & Co, Ltd.
Rinking, Ltd.
Bay of Islands Slate Syndicate, Ltd.

London Gazette.—Tuesday Nov. 22.

The Sabountchi (Baku) Oil Co, Ltd.
Luna Park (Bruxelles Kermesse), Ltd.
M. Simpsons & Co, Ltd.
Streatham Amusements, Ltd.
Meinwen Ship Co, Ltd.
Queensland Estates, Ltd.
Metropolitan (Chenard-Walcker) Cab Co, Ltd.
Bagasse Fibre Co, Ltd.
Turner Shaer Co, Ltd.
England & Co, Ltd.
Hungarian Mines Syndicate, Ltd.
George Sparkes & Co, Ltd.
Aberthaw Portland Cement Manufacturers, Ltd.
British Cycloidal Engine Syndicate, Ltd.
General Engineers, Ltd.
Mid-Glamorgan Plate Glass Insurance Co, Ltd.
St. John's (Westminster) Improvement Co, Ltd.
Victoria Embankment Contract Syndicate, Ltd.
Mutual Antique Society, Ltd.
Victoria Development Syndicate, Ltd.
Grimsby Trawl Roller and Box-making Co, Ltd.
Dorset Cement Co, Ltd.
Zanzibar Ice and Mineral Water Co, Ltd.
Henry J. Deane, Ltd.

The Property Mart.

Forthcoming Auction Sales.

Dec. 1.—Messrs. H. E. Foster & Cranfield, at the Mart, at 2: Reversions, Reversionary Life Interest, Land Tax, Life Interests, Life Policies, &c. (see advertisement, back page, this week).

Dec. 6.—Messrs. Hampton & Sons, at the Mart: Residential Flat Property (see advertisement, back page, Nov. 12).

Dec. 6.—Messrs. Debenham, Tewson, Richardson, & Co., at the Mart, at 2: Leasehold Investments (see advertisement, back page, this week).

Dec. 14.—Messrs. Edwin Fox, Bousfield, Burnetts, & Baddeley, at the Mart, at 2: Freehold Building Estate and Shop Property (see advertisement, back page, this week and Nov. 19).

Dec. 14.—Messrs. Daniel Smith, Son, & Oakley, at the Mart, at 2: Freehold Property (see advertisement, back page, this week).

Bankruptcy Notices.

London Gazette.—Friday, Nov. 18.

RECEIVING ORDERS.

Beales, Edwin Womack, North Lopham, Norfolk, Butcher Ipswich Pet Nov 14 Ord Nov 14

Burns, Margaret Morrallee, Berwick on Tweed, Potato Merchant Newcastle on Tyne Pet Oct 28 Ord Nov 14

Butler and Stevens, Eastbourne, Builders Eastbourne Pet Oct 18 Ord Nov 15

Chapman, Harry, Leeds, Boot Dealer Leeds Pet Nov 16 Ord Nov 16

Chugg, Samuel, Neath, Glam, Builder Neath Pet Nov 15 Ord Nov 15

Collins, Charles Walter, Tunbridge Wells, General Smith Tunbridge Wells Pet Oct 28 Ord Nov 15

Comptoir, Geologique de la Guyane Anglaise, Gresham bldgs, Geologists High Court Pet Oct 25 Ord Nov 15

COOPER, Lieut K E, Bromley, Kent Croydon Pet Oct 7 Ord Nov 15
DALLMAN, WILLIAM, Sutton, Surrey, Builder Croydon Pet Aug 24 Ord Nov 15
DEVONALD, ELIZABETH, Steynton, Pembroke Pembroke Dock Pet Nov 16 Ord Nov 16
DOWNS, HANNAH, Stockport, Cheshire, Straw Dyer Stockport Pet Nov 15 Ord Nov 15
FOUND, RICHARD ANDREW, Rockbeare, Devonshire, Coal Dealer Exeter Pet Nov 15 Ord Nov 15
FRENCH, THOMAS, Bedford, Cycle Agent Bedford Pet Nov 15 Ord Nov 15
GRIFFITH, ARTHUR LLOYD, Trefriw, Carnarvonshire, Solicitor Portmadoc Pet Nov 16 Ord Nov 16
HATRY, CLARENCE C, Old Change, Ribbon and Velvet Manufacturer High Court Pet Sept 19 Ord Nov 11
HILL, WALTER JAMES, Clevedon, Somerset, Surgeon Bristol Pet Nov 15 Ord Nov 15
JONES, HENRY, Pentre, Glam, Haulier Pontypridd Pet Nov 16 Ord Nov 16
JONES, JOHN, Ton Pentre, Glam, Collier Pontypridd Pet Nov 15 Ord Nov 15
KNILL, STUART, Mansion House High Court Pet Oct 28 Ord Nov 16
MILLS, C E, Chancery In High Court Pet July 4 Ord Nov 16
NADEN, FRANK, Stockport, Cheshire, Fruiterers' Assistant Stockport Pet Nov 16 Ord Nov 16
PERRY, FRANK ALBERT, Southsea, Hants, Baker Portsmouth Pet Nov 15 Ord Nov 15
POLLARD, ALFRED, Broadbottom, Chester, Boot Dealer Ashton under Lyne Pet Nov 11 Ord Nov 11
REES, DAVID, Garnant, Carmarthen, Grocer Carmarthen Pet Nov 14 Ord Nov 14
SEYMOUR, ELIZABETH, and CONSTANCE WEST, Cliftonville, Margate, Boarding house Keepers Canterbury Pet Nov 12 Ord Nov 12
SHAYLER, JOHN GEORGE WILLIAM, Hoylake, Chester, Painter Birkenhead Pet Nov 15 Ord Nov 15
SMITH, SYDNEY, Page st, Westminster, Physician High Court Pet Nov 14 Ord Nov 14
SMITH, THOMAS, Guildford, Builder Guildford Pet Nov 14 Ord Nov 14
STANBURY & Co, Liverpool Liverpool Pet Oct 11 Ord Nov 14
STEVENS, SIDNEY CHARLES, Shaftesbury, Dorset, Builder Salisbury Pet Nov 15 Ord Nov 15
STONHAM, CHARLES THOMAS, Sheerness, Grocer Rochester Pet Nov 3 Ord Nov 16
TABINER, THOMAS, Kingston upon Hull, Leather Merchant Kingston upon Hull Pet Nov 16 Ord Nov 16
WADE, CHARLES HENRY, Wigan, Furniture Dealer Wigan Pet Oct 22 Ord Nov 15
WATT, ROBERT JOHN, Croydon, Chemist Chelmsford Pet Oct 17 Ord Nov 14
WEBB, FRANK UNDERWOOD, Paignton, Devon, Hotel Proprietor Plymouth Pet Nov 5 Ord Nov 15
WELLER, WILLIAM FREDERICK, Bell ln, Hendon, Plumber Barnet Pet Nov 14 Ord Nov 14
WELLS, GEORGE HERBERT, Formby, Lancs Liverpool Pet Nov 14 Ord Nov 14
WHERRY, JOHN WILLIAM, Great Grimsby, General Carrier Great Grimsby Pet Nov 14 Ord Nov 14
WILLIAMS, DAVID, Llanfrothen, Merioneth, Cycle Agent Portmadoc Pet Nov 14 Ord Nov 14
WILLIAMS, WILLIAM JAMES, Daubhill, Bolton, Journeyman Painter Bolton Pet Nov 16 Ord Nov 16

FIRST MEETINGS.

ANDERSON, ARTHUR, Kirby, Lancaster, Fish Salesman Nov 29 at 11 Off Rec, 35, Victoria st, Liverpool
ARCHER, WILLIAM, Brighton, Caterer
ASHCROFT, ELKANAH, Stockport, Cheshire, Coal Dealer Nov 30 at 12 Off Rec, 6, Vernon st, Stockport
BIRD, MARY ANN, Southend on Sea Dec 7 at 2 The Shire Hall, Chelmsford
BOWEN, DAVID ISAAC, Saint Clears, Carmarthen, Merchant Nov 26 at 1 Off Rec, 4, Queen st, Carmarthen
BROMWICH, WILLIAM, Tarrington, near Ledbury, Herefordshire, Labourer Nov 26 at 12.30 2, Offa st, Hereford
BUNTING, WILLIAM WALTER, Witham, Essex, Butcher Nov 28 at 3 14, Bedford row
CARR, JOSEPH, Leicester, Builder Nov 28 at 12 Off Rec, 1, Berridge st, Leicester
CHAPMAN, HARRY, Leeds, Boot Dealer Nov 28 at 11 Off Rec, 24, Bond st, Leeds
DELLAR BROS, Staines, Builders, &c Nov 28 at 12 132 York rd, Westminster
EDEN, ALAN, G, Aldershot Nov 28 at 11.30 132, York rd, Westminster
ESKRIGGE, RICHARD JACKSON, New Brighton, Commission Agent Nov 29 at 12 Off Rec, 35, Victoria st, Liverpool
FOUND, RICHARD ANDREW, Rockbeare, Devon, Coal Dealer Nov 28 at 11 Off Rec, 9, Bedford circus, Exeter
HATRY, CLARENCE C, Old Change, Ribbon Manufacturer Nov 30 at 12 Bankruptcy bldgs, Carey st
JONES, EVAN, Dolwyddelen, Carnarvonshire, Licenced Victualler Nov 28 at 12 Crypt chmbrs, Eastgate row, Chester
JONES, HENRY, Pentre, Glam, Haulier Nov 29 at 3 Off Rec, St Catherine's chmbrs, St Catherine st, Pontypridd
KNILL, STUART, Mansion House Nov 28 at 1 Bankruptcy bldgs, Carey st
MILLS, C E, Chancery In Nov 30 at 11 Bankruptcy bldgs, Carey st
POLLARD, ALFRED, Broadbottom, Cheshire, Boot Dealer Nov 26 at 11 Off Rec, Byrom st, Manchester
REES, DAVID, Garnant, Carmarthen, Grocer Nov 26 at 12.45 Off Rec, 4, Queen st, Carmarthen
RICHARDS, THOMAS ERNEST, Bollo Bridge rd, Acton Grocer Nov 29 at 12 14, Bedford row
SMITH, SYDNEY, Page st, Westminster, Physician Nov 30 at 11 Bankruptcy bldgs, Carey st
THOMPSON, DOUGLAS LAWSON, Highclere, Newbury Physician Nov 28 at 12 1, St Aldates, Oxford
TURNER, TOM, Sutton in Ashfield, Notts, Builder Nov 29 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
WALLOND, HENRY, Maidstone, Jobmaster's Manager Nov 30 at 11 9 King st, Maidstone
WHITEHEAD, HENRY HALFORD, sen, Oldham Dec 1 at 3 Off Rec, Greaves st, Oldham
WILSON, THOMAS LITTLE, Whitehaven Nov 28 at 4 Off Rec, 48, Westborough, Scarborough

ADJUDICATIONS.

BARTHROPP, ELTON PETER MAXWELL D'ARLEY, East Ilsley, Berks, Racehorse Trainer High Court Pet Sept 7 Ord Nov 15
BEALES, EDWIN WOMACK, North Lopham, Norfolk, Butcher Ipswich Pet Nov 14 Ord Nov 14
BEAUMONT, P, Northumberland st, St Marylebone High Court Pet Sept 30 Ord Nov 15
BOWEN, DAVID ISAAC, Saint Clears, Carmarthen, Merchant Carmarthen Pet Nov 14 Ord Nov 14
BRETT, HENRY BARNEY LONG, Sheringham, Norfolk Norwich Pet Sept 22 Ord Nov 14
CHAPMAN, HARRY, Leeds, Boot Dealer Leeds Pet Nov 16 Ord Nov 16
CHUGG, SAMUEL, Neath, Builder Neath Pet Nov 15 Ord Nov 15
COLE, HERBERT STEPHEN, Gilmorton, Leicester, Farmer Leicester Pet Oct 4 Ord Nov 16
COLLIER, JOHN JAMES, South Normanton, Plumber Derby Pet Nov 7 Ord Nov 15
CORNISH, JOSEPH, Crowthorne, Berks, Bootmaker Reading Pet Sept 5 Ord Nov 10
DEVONALD, ELIZABETH, Steynton, Pembroke Pembroke Dock Pet Nov 16 Ord Nov 16
DOWNS, HANNAH, Stockport Cheshire, Straw Dyer Stockport Pet Nov 15 Ord Nov 15
ESKRIGGE, RICHARD JACKSON, New Brighton, Chester, Commission Agent Birkenhead Pet Oct 20 Pet Nov 15
FOUND, RICHARD ANDREW, Rockbeare, Devon, Coal Dealer Exeter Pet Nov 15 Ord Nov 15
FRENCH, THOMAS, Bedford, Cycle Agent Bedford Pet Nov 15 Ord Nov 15
GRIFFITHS, ARTHUR LLOYD, Llanrwst, Denbigh, Solicitor Portmadoc Pet Nov 16 Ord Nov 16
HILL, WALTER JAMES, Clevedon, Somerset, Surgeon Bristol Pet Nov 15 Ord Nov 15
JONES, HENRY, Pentre, Glam, Haulier Pontypridd Pet Nov 16 Ord Nov 16
JONES, JOHN, Ton Pentre, Glam, Collier Pontypridd Pet Nov 15 Ord Nov 15
MARES, LOUIS JOSEPH, Fenchurch st, Commission Agent High Court Pet Sept 7 Ord Nov 16
NADEN, FRANK, Stockport, Cheshire, Fruiterer's Assistant Stockport Pet Nov 16 Ord Nov 16
PERRY, FRANK ALBERT, Southsea Hants, Baker Portsmouth Pet Nov 15 Ord Nov 15
POLLARD, ALFRED, Broadbottom, Chester, Boot Dealer —Ashton-under Lyne Pet Nov 11 Ord Nov 11
RICHARDS, THOMAS ERNEST, Bollo Bridge rd, Grocer Brentford Pet Oct 19 Ord Nov 15
SEYMOUR, ELIZABETH, and CONSTANCE WEST, Cliftonville, Margate, Boarding House Keepers Canterbury Pet Nov 12 Ord Nov 12
SHAYLER, JOHN GEORGE WILLIAM, Hoylake, Chester, Painter Birkenhead Pet Nov 15 Ord Nov 15
SMITH, SYDNEY, Page st, Westminster, Physician High Court Pet Nov 14 Ord Nov 14
STANBURY, ARTHUR, Liverpool, Cycle Dealer Liverpool Pet Oct 11 Ord Nov 15
STEVENS, SIDNEY CHARLES, Shaftesbury, Dorset Builder Salisbury Pet Nov 15 Ord Nov 15
TABINER, THOMAS, Kingston upon Hull, Leather Merchant Kingston upon Hull Pet Nov 16 Ord Nov 16
VANSITTART, CHARLES, Angel ct, Throgmorton st, Club Proprietor High Court Pet Sept 27 Ord Nov 14
VITOLO, RICHARD, Alderman's House, Alderman's walk, Company Director High Court Pet Sept 5 Ord Nov 14
WHERRY, JOHN WILLIAM, Great Grimsby, General Carrier Great Grimsby Pet Nov 14 Ord Nov 14
WELLER, WILLIAM FREDERICK, Temple Fortune ln, Golders Green, Plumber Barnet Pet Nov 14 Ord Nov 14
WELLS, GEORGE HERBERT, Formby, Lancaster Liverpool Pet Nov 14 Ord Nov 14
WILLIAMS, DAVID, Llanfrothen, Merioneth, Cycle Agent Portmadoc Pet Nov 14 Ord Nov 14
WILLIAMS, WILLIAM JAMES, Daubhill, Bolton, Journeyman Painter Bolton Pet Nov 16 Ord Nov 16

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